(3)

A COLLECTION OF TREATIES ENGAGEMENTS AND SANADS RELATING TO INDIA AND NEIGHBOURING COUNTRIES

Compiled by

C U AITCHISON

As its tell-tale title suggests, it is a monumental work, in fourteen volumes recording a collection of Treaties, Engagements and Sanads entered into by the erstwhile British Govt. of India with the native Indian States and the neighbouring countries.

Each Volume has been so compiled as to give the various Treaties, Engagements and Sanads entered into with native States falling into one contiguous geographical area. Volumes I to X and XII fall into this category.

Volumes XI, XIII and XIV deal with Treaties, Engagements etc. with territories which now form part of foreign countries. Their destinies were however governed by the then British authority of India under the compulsion of the then prevailing forces of history.

It is a work of immense historical value and research utility and undoubtedly a veritable mine of information equally for the historians, researsh scholars, statesmen, diplomats, public servants, educationists, administrators, and serious students of contemporary history. It will prove a valuable source of reference for Govt. Deptts., Public libraries and also libraries of all educational institutions of higher learning, including universities and colleges.

A serious work of this kind will help stimulate more enterprising research on the source material provided in these volumes. They throw a flood of light on the evolution and expansion of the old British empire in this part of the world and the craft and the strategy employed by them before which the hetrogenous native states and their weak rulers were no match. They had thus no option but to acquesce to the terms and conditions dictated to them.

Such a useful work should be the proud possession of all concerned including the research scholars, historians and libraries in India and abroad.

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INDIA AND NEIGHBOURING COUNTRIES

(*Revised and Continued up to 1929*)

Vol. III : Rajputana

Compiled by : C. U. AITCHISON



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INTRODUCTION.

THE policy of non-interference which was introduced by Lord Cornwallis at the beginning of the nineteenth century left the States of Central India and Rajputana a prey to the Pindari freebooters, who gained in strength as the Mahratta power decayed. They soon ventured to extend their depredations into British territory, until Government decided to form a general system of political alliances for their entire suppression. The Treaty of 1817 with Scindia removed the restriction which had been placed upon the formation of alliances between the British Government and the Rajput States, and left Government free to enter on new relations with them. The object of the treaties to be formed with them was the establishment of a barrier against the predatory system, and against the extension of the power of Scindia or Holkar beyond the limits which Government designed to impose on it by other measures. It was not at that time proposed to acquire the power of exercising any interference in the internal administration of the Rajput States; but to subject only their political measures and external relations to the control of the British Government; to secure to Scindia and Holkar the tribute payable to them in the event of their entering into the policy of the British Government; and to secure such pecuniary aid as might be adapted to the means of the several States, in order to indemnify the British Government for the charges incidental to the obligation of protecting them.

Arrangements on this principle were made with the States of Mewar (Udaipur), Jaipur, Jodhpur, Bundi, Kotah, Karauli, Kishengarh, Dungarpur and Banswara; and the relations of Government with the more distant States of Bikaner and Jaisalmer were improved, but were on a less intimate footing.

There are nineteen States and two Estates in Rajputana, all Rajput except Bharatpur and Dholpur, which are Jat, and Tonk, which is Muhammadan. Eleven of them pay tribute to the British Government (names of States in alphabetical order):—

Name of State.	Tribute (Government Rupees).			Remarks.
	Rs	A.	P.	
Banswara . . .	17,500	0	0	The tribute, payable under Article 9 of the Treaty of December 1818 (Part VII, No. XIV), was Salim Shahi Rs 35,000 = Government Rs. 17,500. In order to meet the cost of a separate Political Assistancy established at Banswara, the tribute was further increased by Salim Shahi Rs. 15,000 = Government Rs. 7,500. In 1889 the enhanced tribute of Salim Shahi Rs. 15,000 was conditionally reduced to Government Rs. 5,000. This enhanced tribute was finally remitted with effect from the 1st November 1907.
Bundi	1,20,000	0	0	Under Article 5 of the Treaty of 1818 (Part IV, No. I), a tribute of Rs. 40,000 was payable as *chauth* of Bundi and other places. By Article 1 of the Agreement of 1847 (Part IV, No. II), two-thirds of the *pargana* of Keshoraipatan were farmed to the State on a quit rent of Rs. 80,000; which in 1924 (Part IV, No. VI), on the cession of the tract to Bundi, became a tribute of the same amount.
Dungarpur . .	17,500	0	0	Tribute payable under Article 9 of the Treaty of 1818 (Part VII, No. I). Salim Shahi Rs. 35,000 = Government Rs. 17,500.
Jaipur . . .	4,00,000	0	0	Tribute payable under Article 2 of the Agreement of 1871 (Part II, No. VII), supplementary to the Treaty of 1818 (Part II, No. II). The payment of a like amount to the Darbar, under the Salt Treaty, is set off against this tribute.
Jhalawar . . .	30,000	0	0	The tribute, payable under Article 11 of the Treaty of 1838 (Part IV, No. XVI), was Rs. 80,000. A part of the territories, made over by Kotah in 1838 for the formation of the Jhalawar State, was restored to Kotah in 1899, and the tribute was reduced to Rs. 30,000 by the Sanad of 1899 (Part IV, No. XX).
Jodhpur (Marwar)	98,000	0	0	The tribute under Article 6 of the Treaty of 1818 (Part III, No. II), was originally Rs 1,08,000 but, in consideration of the cession to Government of the rights of Jodhpur to the Fort and District of Umarkot, a remission of Rs. 10,000 was sanctioned by Government in 1847.
Kotah	2,34,720	0	0	The tribute, payable under Article 7 of the Treaty of 1817 (Part VI, No. I), was Rs. 2,89,720. A remission of Rs. 25,000 was sanctioned by the Sanad of 1819 (Part VI, No. II); and, on the formation of the State of Jhalawar, a further reduction of Rs. 80,000 was granted under Article 4 of the Treaty of 1838 (Part VI, No. IV). The tribute was enhanced in 1898 by Rs. 50,000, when certain territories were restored to Kotah from Jhalawar.
Lawa (Thakurai) .	225	0	0	The tribute has been paid since the 1st April 1868.

Name of State.	Tribute (Government Rupees).	REMARKS.
	Rs. A. P.	
Mewar (Udaipur)	2,00,000 0 0	The tribute, under Article 6 of the Treaty of 1818 (Part I, No. I), was fixed for the first five years at one-fourth of the revenues of Mewar, and thereafter at three-eighths in perpetuity. In 1826 it was fixed at Udaipur Rs. 3 lakhs. In consequence of the financial embarrassment of the State, the tribute was reduced in 1846 to Government Rs. 2 lakhs.
Partabgarh . . .	36,350 0 0	The tribute payable under Article 3 of the Treaty of 1818 (Part VII, No. IX), is Salim Shahi Rs. 72,700 = Government Rs. 36,350. The British Government acquired the right of this tribute from Holkar under the terms of the Treaty of Mandasor; but it was decided that the amount should continue to be received by him. At the time that this decision was made, the equivalent of Salim Shahi Rs. 72,700 was Government Rs. 57,874-3-2; and this sum is paid annually to Holkar from the British treasury, one year in arrears; though the original tribute of Government Rs. 36,350 continues to be levied by the British Government from Partabgarh.
Shahpura . . .	10,000 0 0	The tribute is paid on account of the Pargana of Phulia under the Sanad of 1848 (Part IV, No. XXII).

In addition to the above, the three States of Mewar, Jodhpur and Kotah contribute towards the support of local corps in the following proportions:—

Name of State.	Tribute (Government Rupees).	REMARKS.
	Rs. A. P.	
Mewar (Udaipur) .		A contribution of Rs. 50,000 a year used to be levied from the State for the expenses of the Mewar Bhil Corps. The sum was realized from the revenues due to the Maharana on account of his share of the villages of Mewar-Merwara which were under British management. Difficulties having, however, been experienced in adjusting the accounts of the contribution with the State, it was resolved in 1881 that in future the revenues of Mewar-Merwara should be taken in full discharge of the contribution; and it was further stipulated that, should the receipts from the villages at any time exceed Rs. 66,000, the surplus money should be paid in full to the Mewar Darbar, to which, however, no accounts should be rendered.
Jodhpur (Marwar) .	1,15,000 0 0	Under Article 8 of the Treaty of 1818 (Part III, No. II), the Jodhpur State was under obligation to furnish a contingent of 1,500 horse whenever required. This was commuted, by the Agreement of December 1835 (Part III, No. VI), to an annual payment of Rs. 1,15,000 towards the cost of the Jodhpur Legion which was then raised. The Jodhpur Legion mutinied in 1857, and its place was supplied by the Erinpura Irregular Force, which later became the 43rd Erinpura Regiment. This Regiment was disbanded in 1921 and its place taken by a detachment of the Mina Corps stationed at Erinpura.

Name of State.	Tribute (Government Rupees).	REMARKS.
	Rs. A. P.	
Kotah	2,00,000 0 0	Under Article 6 of the Treaty of 1838 (Part VI, No. IV), the Kotah State was required to maintain an auxiliary force, commanded and paid by British officers, at a cost of not more than three lakhs per annum. The contribution was reduced to Rs. 2 lakhs in 1844. The first auxiliary force, known as the Kotah Contingent, mutinied in 1857, and was replaced by the Deoli Irregular Force, which later became the 42nd Deoli Regiment. This Regiment was disbanded in 1921 and the Kotah Contingent is now represented by the Mina Corps at Deoli.

The British Government make the undermentioned payments on account of treaty dues (names of States in alphabetical order):—

Name of State.	Payments on account of Treaty dues.	Articles of Agreement or Treaty	Amount (Government Rupees).	REMARKS.
	SALT COMPENSATION.		Rs. A. P.	
Alwar .	Efficient observance of Agreement.	Part VI, No. XXXIV, art. 5.	85,000 0 0	
	Compensation for loss of transit duties.	Ditto . .	3,800 0 0	
Bharatpur .	Efficient observance of Agreement.	Part VI, No. XVII, art. 7.	1,50,000 0 0	
	For relinquishing salt manufacture in two villages, Badh and Bhainea.	North-Western Provinces Government letter No. 5179, dated the 11th December 1845.	500 0 0	
Bikaner .	Efficient observance of Agreement.	Part V, No. XI, art. 6	6,000 0 0	This sum was formerly payable under Article 6 of the Agreement (Part V, No. IV) of 1879.
Bundi .	Efficient observance of Agreement and suppression of Khari salt works.	Part IV, No. IV, art. 4	8,000 0 0	Payable on 1st July and 1st December.
Dholpur .	Efficient observance of Agreement.	Part VI, No. XLI .	25,788 0 0	Under Article 7 of the Agreement (Part VI, No. XXXIX) of 1879, the payment was Rs. 60,000; but by a Supplementary Agreement (Part VI, No. XLI) of 1920, this was reduced to Rs. 25,788.

Name of State.	Payments on account of Treaty dues.	Articles of Agreement or Treaty.	Amount (Government Rupees).	Remarks.
	SALT COMPENSATION —*contd.*		Rs. A. P.	
Jaipur	Sambhar Salt Treaty	Part II, No. VI, art. 11.	2,75,000 0 0	
	Transfer of right to 172,000 maunds of salt.	Part II, No. VIII, art. 2.	4,00,000 0 0	Credited towards liquidation of tribute due by the Jaipur Darbar.
	On account of Kucher Rawasa Sar.	Part II, No. VIII, art. 7.	11,000 0 0	
	Compensation to land holders.	Part II, No. VIII, art. 8.	2,209 2 7	
Jhalawar	Efficient observance of Agreement.	Part IV, No. XX, art 7.	2,250 0 0	
	Compensation for Jagirdars' losses.	Part IV, No. XVIII, art. 5.	250 0 0	
Jodhpur (Marwar).	Sambhar Salt Treaty	Part III, No. XIII, art. 11.	1,25,000 0 0	Payable on 30th September and 31st March.
	Nawa Gudha Treaty	Part III, No. XIV, art. 11.	3,00,000 0 0	
	On account of Didwana, Pachbadra, Phalodi and Luni salt sources and suppression of Khari works.	Part III, No. XV, art. 6.	3,91,800 0 0	
	Compensation for Jagirdars' losses.	Part III, No. XV, art. 7.	19,595 5 8	
	On account of suppression of minor works, etc.	Part III, No. XV, art. 10.	1,25,000 0 0	
	MISCELLANEOUS.			
	On account of the share of the Marwar-Merwara villages, which are under British management.	Kharita, dated 2nd August 1885 (Part III, No. XVII).	3,000 0 0	Should a profit be derived from the revenues of the villages by the British Government, the Jodhpur Darbar will receive 40 per cent. of it.
	SALT COMPENSATION.			
Karauli	Efficient observance of Agreement.	Part VI, No. XII, art. 4.	5,000 0 0	
	Compensation for Jagirdars' losses.	Government of India, Foreign Department letter No. 222-I.P., dated the 15th April 1882.	694 15 0	
Kishengarh	Efficient observance of Agreement.	Part II, No. XIX, art. 7.	25,000 0 0	

Name of State	Payments on account of Treaty dues.	Articles of Agreement or Treaty.	Amount (Government Rupees). Rs.	A.	P.	Remarks.
	Compensation for loss of transit duties consequent on construction of Railways.					
Kishengarh—contd.	For loss of transit duties on construction of the Rajputana Malwa Railway (now the B. B. and C. I. Railway).	Kharita, dated 8th July 1867. (Part II, No. XVII.)	20,000	0	0	Payable on expiration of each official year.
	Salt Compensation.					
Kotah	Efficient observance of Agreement.	Part VI, No VI, art. 4	16,000	0	0	Payable on 1st August.
	Compensation for Jagirdars' losses.	Part VI, No. VI, art. 5	3,175	0	0	
Lawa.	Efficient observance of Agreement.	Part II, No. XXI, art. 5.	700	0	0	
Mewar (Udaipur).	Compensation for loss of revenue caused by the suppression of salt works.	Part I, No. X, art. 4.	2,900	0	0	The payment of the compensation under these heads to the Darbar, and of the Mewar tribute by the Darbar, is adjusted half-yearly by the cross receipt system sanctioned by the Government of India in Foreign Department letter No. 3356-I.A., dated the 23rd December 1898. The Annual amount (Rs. 2,00,000) of the Mewar tribute is thus set off against the sum (Rs. 2,04,150) due to the Darbar for salt compensation; and the balance, Rs 4,150, is paid to the Darbar from the Ajmer Treasury.
	On account of cost of preventing the reopening of suppressed salt works and illicit export of salt.	Part I, No. X, art. 4.	10,000	0	0	
	Compensation for loss of revenue from transit duties on salt.	Part I, No. X, art. 5	35,000	0	0	
	In lieu of right to 25,000 maunds of half-duty paying salt.	Government of India, Foreign Department letter No. 1970-P., dated the 16th September 1878.	1,56,250	0	0	
Shahpura	Efficient observance of Agreement	Part IV, No. XXIII, art. 4.	3,000	0	0	Payable on 1st July and 1st December.
	Compensation for suppression of Khari salt works.	Part IV, No XXIII, art. 4	2,000	0	0	

Name of State.	Payments on account of Treaty dues.	Articles of Agreement or Treaty.	Amount (Government Rupees).	Remarks.
	SALT COMPENSATION—*contd*.		Rs A. P.	
Sirohi	Efficient observance of Agreement.	Part V, No. XXI, art. 4.	1,800 0 0	
	Salt compensation in lieu of the annual allowance of half-duty salt deliverable under Salt Treaty of 1879.	Government of India, Foreign Department letter No. 693-I., dated the 23rd February 1884 (Part V, No. XXIV).	9,000 0 0	
	MISCELLANEOUS.			
	Fixed annual rent on account of the Abu Leased Area.	Part V, No. XXVIII, art. 2.	25,000 0 0	Payable on the 1st October each year.
	Compensation for the closure of the Dilwara liquor shop.	Part V, No. XXVIII, art. 23.	3,000 0 0	
	SALT COMPENSATION.			
Tonk.	Efficient observance of Agreement.	Part IV, No. XI, art. 4	12,000 0 0	Payable on 1st June and 1st December.
	Compensation for suppression of Khari salt works.	Part IV, No. XI, art. 4	8,000 0 0	

The British Government make the undermentioned payment on account of salt compensation in the Ajmer District:—

Name of District.	Payment on account of Treaty dues, etc.	Amount (Government Rupees).	Remarks.
		Rs. A. P.	
Ajmer . . .	Istimrardars and Jagirdars for closure of salt works.	4,178 0 0	Payable on 1st August.

The States of Jaipur and Jodhpur (Marwar) also receive Salt Royalties, Jaipur in respect of the Sambhar Lake under Article 12 of the Treaty of 1869 (Part II, No. VI): and Jodhpur in the same respect, under Article 12 of the Treaty of January 1870 (Part III, No. XIII), and in respect of the Nawa Gudha tract under Article 12 of the Treaty of April 1870 (Part III, No. XIV). The arrangement under the Salt Treaties of 1869 and 1870 was that the royalty payable to Jaipur should be 20 per cent. of the fixed selling price upon all excess over 825,000 maunds on the quantity of salt sold or exported. This arrangement was

cancelled in 1884, when it was settled* that Jodhpur should receive five-eighths and Jaipur three-eighths of the total royalty payable on excess sales of salt, irrespective of the place of manufacture.

Courts of Vakils, with definite rules for their guidance, were established in 1841 at Mount Abu, Udaipur, Jaipur, Jodhpur and Deoli, with the special object of securing justice to travellers and others who suffer injury in territories beyond the jurisdiction of their own Rulers, and to decide cases of offences against person and property which could not be dealt with by any one State. The Courts were composed of Vakils from the neighbouring States, and sat at the Political Headquarters under the guidance of the Political Officer.

The Court of Vakils at Mount Abu, composed of the vakils attendant on the Agent to the Governor-General, is an appellate court, to which now appeals lie only from the Court of Vakils at Deoli. The decision of the Agent to the Governor-General on appeals is final.

The introduction of inter-Statal extradition arrangements on an extensive scale diminished the utility of the Courts of Vakils; and in 1927 the Government of India sanctioned the abolition of the Courts at Udaipur, Jaipur and Jodhpur. The Court of Vakils at Deoli, under the guidance of the Political Agent, Haraoti and Tonk, and the appellate Court at Mount Abu, have been retained for the present.

Rules have been drawn up for the settlement of boundary disputes between the various States of Rajputana, between the States of Rajputana and those of Central India, and between the Rajputana States and States in the Punjab.

Extradition arrangements have been effected by most of the States in Rajputana with other States both in and outside Rajputana. A list of these is given in Appendix I.

For the conduct of their political relations with the Government of India, through the Agent to the Governor-General, the Rajputana States are grouped in three Residencies and three Agencies†. These are treated, in the Narrative, in the following order: I, Mewar Residency (Mewar)†: II, Jaipur Residency (Jaipur, Kishengarh and the Thakurai of Lawa): III, Western Rajputana States Residency (Jodhpur and Jaisalmer): IV, Haraoti and Tonk Agency (Bundi, Tonk, Jhalawar and Shahpura): V, Rajputana Agency (Bikaner and Sirohi): VI, Eastern Rajputana States Agency (Kotah, Karauli, Bharatpur, Alwar‡ and Dholpur): VII, Southern Rajputana States Agency (Dungarpur, Partabgarh, Banswara and the Estate of Kushalgarh†). The Chief Commissionership of Ajmer-Merwara follows as No. VIII.

* Government of India, Foreign Department, letter No. 3632-I., dated the 26th September 1884, and Finance Department letter No. 3810, dated the 8th October 1884.

†The Southern Rajputana States Agency ceased to be a separate Agency in 1931, when it was amalgamated with the Mewar Residency, the officer-in-charge being designated Resident in Mewar and Political Agent, Southern Rajputana States.

‡ This State was transferred to the Rajputana Agency with effect from the 15th June 1931.

I.—THE MEWAR RESIDENCY.

The headquarters of the Resident in Mewar, who is also political Agent, Southern Rajputana States, are at Udaipur.

MEWAR (UDAIPUR).

The Udaipur family is the highest in rank and dignity among the Rajput Princes of India. The Maharana, who is the head of the Sisodia clan of Rajputs, bears the title of Hinduan Suraj (Sun of the Hindus) and is considered by Hindus to be the representative of Rama, the deified King of Ajodhya. According to the local chronicles, Kanak Sen, a descendent of Kuśa, the elder son of Rama, migrated from Ajodhya to Gujarat and about A. D. 144 founded his capital at Balabhi, near the present city of Bhavnagar, where his descendents reigned until Balabhi was destroyed in 524 by invaders described as barbarians from the north. In the course of the flight of the family a prince—Gohil (the Cave-born) —was born near Mount Abu, and afterwards reigned at Idar. Eight generations later his descendant, Bappa, a heroic figure in the history of Mewar, made himself master of Chitor in 734, took the title of Rawal and founded the Kingdom of Mewar. The States of Dungarpur, Banswara, Partabgarh and Shahpura are offshoots from the Mewar State. The Bhonsla family and Shivaji, the founder of the Mahratta power, were also descended from the House of Udaipur.

Chitor was three times sacked by the Muhammadans—by Ala-ud-din Khilji in 1303, by Bahadur Shah of Gujarat in 1534, and by the Emperor Akbar in 1568. The last occasion brought about the abandonment of Chitor and the transfer of the Capital of Mewar to Udaipur, which had been founded by Rana Udai Singh in 1559. No State in India made a more noble or more desperate resistance to the Muhammadans. It is the boast of the family that they never gave a daughter in marriage to any of the Muhammadan Emperors; and for many years they ceased to intermarry with other Rajput families who had formed such alliances.

Rana Amar Singh II, who succeeded in 1698, formed an alliance with the Rajas of Jaipur and Jodhpur for mutual protection against the Muhammadans. It was one of the conditions of this tripartite alliance that these Princes should regain the privilege of marriage with the Mewar family, with the proviso that the sons of Mewar Princesses should succeed* in preference to children by other wives. The quarrels to

* In 1851 an attempt was made to revive this condition. In that year the Maharao of Kotah married a niece of the Maharana of Mewar and an agreement was signed by him and his son, according to which the latter was to succeed to the Kotah State, but on his death his children were to be set aside in favour of the children of the Maharana's niece. The Agent to the Governor-General refused to recognise the agreement.

which this stipulation gave rise led to the conquest of the country by the Mahrattas, at whose hands Mewar suffered more cruel devastations than it had ever been subjected to by the Muhammadans. Rana Amar Singh II was succeeded in 1710, by Sangram Singh II, who was followed in 1734, by Jagat Singh II. In 1736 the Peshwa Baji Rao, who had in 1735 obtained from the Emperor Muhammad Shah the cession of the chauth or fourth part of the revenues of the Empire, demanded this tribute from Mewar in common with the other States which had been tributary to the Emperor, and concluded a Treaty with Jagat Singh II, by which the Rana agreed to pay annually Rs. 1,60,000 on account of chauth.

Jai Singh, the Ruler of Jaipur, had married a daughter of Rana Sangram Singh II of Mewar. He had at the time of his marriage a son, Isri Singh, whom, with a view to defeating the condition with Mewar regarding the succession, he had married to a daughter of the Rawat of Salumbar, the most powerful of the feudatories of Mewar and the hereditary leader of the Udaipur forces. On the death of Jai Singh the power in Jaipur was assumed by Isri Singh; but Rana Jagat Singh supported the claims of Madho Singh, the son of the Mewar Princess, called in the aid of Malhar Rao Holkar and agreed to pay him 80 lakhs of rupees on condition that he deposed Isri Singh, who avoided degradation by committing suicide. In part payment of this sum the Rana made over to Holkar the district of Rampura. The loss of Rampura, however, was the least of the evils which followed. It became thereafter the custom, for the redress of any real or supposed wrong, to call in the aid of the Mahrattas, who thus obtained a firm footing in Mewar and became the referees in all disputes and the virtual rulers of the country.

Jagat Singh II died in 1751. He was succeeded by Partab Singh II, and he by Raj Singh II in 1754. Raj Singh died without issue in 1761 and was succeeded by his uncle Ari Singh II (Arsiji), younger son of Jagat Singh II. Ari Singh's incompetence and overbearing temper led to the estrangement of his nobles and to the seizure of the districts of Jawad, Jiran, Neemuch and Morwan by Scindia, of Nimbahera by Holkar, and of Godwar by Jodhpur. Ari Singh was murdered in 1773 and was succeeded by his elder son Hamir Singh II, from whom Scindia wrested the districts of Ratangarh, Kheri and Singauli, and Holkar those of Jath, Bichor and Nadowai. Hamir Singh died in 1778 and was succeeded by his brother Bhim Singh.

On the withdrawal of British influence from Rajputana in 1806, in accordance with the policy of non-interference introduced by Lord Cornwallis, Mewar was laid waste by the armies of Scindia, Holkar and Amir Khan, and by many hordes of Pindari plunderers. To such distress was the Maharana reduced that he became dependent on the bounty of Zalim

Singh, the Regent of Kotah, who gave him an allowance of Rs. 1,000 a month; while he was exposed to the insults of his own feudatories, the more powerful of whom had retired to their forts and were bent only on their own preservation.

In this state of degradation Maharana Bhim Singh was found in 1817 when the British Government entered on its general scheme of alliances for the suppression of the Pindaris. By a Treaty concluded in 1818 (No. I) the British Government agreed to protect the territory of Udaipur and to use its best exertions for the restoration of the lost territories of Mewar when this could be done with propriety. The Maharana on his part acknowledged British supremacy and agreed to abstain from political correspondence; to submit disputes to the arbitration of the British Government; and to pay one-fourth of the revenues as tribute for five years, and thereafter three-eighths in perpetuity. The object of the 7th Article of the Treaty, regarding the restitution to Mewar of certain tracts claimed by the Darbar, was to leave to the British Government the right of acting on these claims as might be deemed just and expedient. This clause, however, furnished the Mewar State with a cause for complaint, particularly with respect to the district of Nimbahera which, having been guaranteed to Amir Khan, could not be restored. During the mutiny of 1857, Captain Showers, the Political Agent at Udaipur, unauthorisedly allowed the Mewar troops to occupy it; but, after the restoration of peace, the Maharana was compelled by the British Government to restore it to the Nawab of Tonk and to account for the revenue during the time of his occupation.

Captain Tod was the first Political Agent appointed to Mewar. One of his first acts was to convene a meeting of the great nobles, in order to effect an agreement between them and the Maharana. A Kaulnama (No. II) was drawn up in May 1818 which, after protracted negotiations, the nobles were persuaded to sign. As the country was utterly disorganised, drastic measures were necessary to restore the State to prosperity and to enable it to perform with effect the stipulations of the Treaty of 1818. Captain Tod was therefore directed to take the whole control of affairs into his own hands, with the result that the net revenues, which in 1819 were only Rs. 4,41,218, amounted in 1821 to Rs. 8,77,634. In that year, however, the control was gradually lessened, with the consequence that within two years the State was involved in debt, the British tribute remained unpaid with arrears amounting to Rs. 7,90,747, and the incoming revenues of the State were anticipated: and it became necessary again to place the State under the superintendence of the Political Agent. The Maharana was given an allowance of Rs. 1,000 a day and certain districts were reserved for the regular payment of the tribute and the liquidation of arrears. The dependent state to which the Maharana was reduced, although the result of his own

improvidence, was only authorised as a temporary measure, inasmuch as it paralysed all spontaneous and individual action within the State. In 1826, therefore, the authority of the Maharana was re-established, and the supervision of the Political Agent withdrawn. Within a few months extravagance and oppression became as rife as they had ever been before, and the roads became almost impassable to single travellers. Relations between the Maharana and his nobles remained unsatisfactory: and, in the hope of improving them, a fresh Kaulnama (No. III) was drawn up in April 1827, containing articles additional to those of the Kaulnama of May 1818. It was not signed, however, until thirteen years later.

Bhim Singh died in 1828 and was succeeded by his son, Jawan Singh, who gave himself up to debauchery and vice. Within a few years the tribute again fell heavily into arrears, the State was overwhelmed with debt, and there was an annual deficit of two lakhs of rupees. Accordingly in 1838 the Court of Directors ordered that, if the Maharana should fail in his engagements to liquidate the arrears, territorial or other sufficient security should be required from him.

Between 1819 and 1821 the district of Merwara had been subdued and divided between Mewar, Marwar and the British. In 1823 Bhim Singh agreed to place under British administration the portion of Merwara, that had been allotted to Mewar, for a period of ten years: and in March 1833 Jawan Singh entered into a formal Agreement (No. IV) continuing this arrangement for a further term of eight years.

Jawan Singh died in 1838 without issue, and was succeeded by his adopted son, Sardar Singh, who inherited debts amounting to Rs. 19,67,500, of which nearly eight lakhs were on account of tribute. Sardar Singh was very unpopular with his nobles: and an attempt to arrange harmonious relations with them by the signature, in February 1840, of the Kaulnama drawn up in April 1827, with the addition of certain fresh articles embodied in a new Kaulnama (No. V), met with little success. In 1841 Sardar Singh proposed, with a view to strengthening his authority, to subsidise a regiment of infantry to be stationed at his capital; but the proposal was not accepted. He died in 1842 and was succeeded by his younger brother, Sarup Singh, whom he had adopted.

The financial embarrassments in which the State was involved had led to repeated applications for a reduction in the amount of tribute which, in 1826, had been fixed at three lakhs of Udaipur rupees: and in June 1846 the Maharana received a Kharita reducing it to two lakhs of Government rupees.

Disputes between the Maharana and his nobles remained as acute as ever: and the preparation of two fresh Kaulnamas, one (No. VI)

drawn up in February 1845 and the other (No. VII) in November 1854, left matters much as they were.

Maharana Sarup Singh distinguished himself for his loyalty during the mutiny. The Mewar State troops rendered useful service in the vicinity of the State, and the Maharana rescued and sheltered a party of English women and children who had fled from Neemuch when its garrison mutinied.

Sarup Singh died in 1861 and was succeeded by his nephew and adopted son, Shambhu Singh. During his minority the administration was conducted by a Regency Council with the advice of the Political Agent. The members were, as usual in such cases, appointed by Government; but it became necessary to dismiss three of them for misconduct: and, in consequence of the gross perversion of justice by the Council, it was decided to confer judicial and revenue powers on the Political Agent during the minority of the Maharana.

In 1862 the Ruler of Mewar received a Sanad of Adoption (No. VIII).

One of the members of the Regency Council, Mehta Ajit Singh, who had been guilty of great atrocities in the name of justice, was proscribed as an outlaw by the British Government. He surrendered in 1870 on the promise that his life should be spared: and, the case having been voluntarily placed in the hands of the British Government by the Mewar Darbar, he was sentenced to a term of imprisonment sufficient to mark the determination of Government to visit with serious displeasure any *quasi*-judicial acts of cruelty, by whomsoever committed. He was further declared incapable of serving the State in any capacity. The Rao of Kotaria, a feudatory of Mewar, who had afforded shelter to Mehta Ajit Singh, died before any steps could be taken to mark the displeasure of Government at his conduct.

Maharana Shambhu Singh was entrusted with the management of his State in November 1865. In 1866 he agreed to cede lands unconditionally for railway purposes, but no formal agreement was concluded with him.

In 1867 the Ruler of Mewar was granted a permanent salute of 19 guns.

In 1869 a Treaty (No. IX) was concluded with the Mewar State. providing for the mutual extradition of persons charged with certain specified offences of a heinous nature.

Maharana Shambhu Singh's liberality during the distress which prevailed in Rajputana in 1869 met with the cordial approval of Government. He died in 1874: and his cousin Sajjan Singh was selected as his successor. During his minority a Council of Regency was appointed

to carry on the administration, aided by the advice of the Political Agent. Objections to the succession were, however, raised by his uncle Sohan Singh, Maharaj of Bagor. In spite of repeated warnings Sohan Singh refused to tender his allegiance to the Maharana: and, as he continued to set his authority at defiance, a small force of Udaipur troops, aided by a detachment of the Mewar Bhil Corps, was sent to reduce his fort of Bagor. Sohan Singh surrendered without firing a shot, and was removed as a State prisoner to Benares, his jagir of Bagor being confiscated by the State. He was, however, allowed to return to Udaipur on certain conditions in 1880.

Maharana Sajjan Singh was invested with ruling powers in September 1876.

In 1879 an Agreement (No. X) was concluded with the State, providing for the suppression of the manufacture of salt in Mewar; for the prevention of the import and export of any but British duty-paid salt; and for the abolition of any transit duty on such salt. In return the British Government undertook to pay yearly to the Maharana Rs. 45,000, and Rs. 2,900 to certain jagirdars and others, through the Maharana; and to deliver annually at Pachbhadra, for the use of the Maharana, 1,000 maunds of good salt free of all charges.

In lieu of the stipulation in the sixth Article of the Agreement, which allowed the Mewar Darbar to purchase 125,000 British Indian maunds of salt at half the full rate of duty, and at a price not exceeding 8 annas a maund, it was subsequently arranged (Government of India, Financial Department's letter No. 1211, dated the 14th June 1879) that a yearly payment of Rs. 1,56,250 be made to the Darbar on the understanding that the British Government levy full duty upon the 125,000 maunds of salt which the Darbar are allowed to purchase under that Article. The money is paid to the Darbar from the Ajmer Treasury half-yearly in two equal instalments in April and October. This arrangement is to continue so long as the British Government are satisfied that at least 125,000 maunds of British duty-paid salt are annually purchased for the consumption of the people of Mewar. The Darbar on their part agreed (in 1880) to abolish the transit duties hitherto levied on many commodities, retaining them only on opium and a few others (Gazette Notification, dated 5th March 1880).

In 1883 the Governor-General and the Maharana exchanged Kharitas (Nos. XI and XII) regarding the latter's rights of sovereignty over the Mewar-Merwara district.

Maharana Sajjan Singh died on the 23rd December 1884, leaving no issue. The Maharanis and Sardars unanimously selected for the *gaddi* Fateh Singh who, through his father's adoption, belonged to the Sheorati branch of the ruling family. He was then 34 years old. This selec-

tion having been accepted and confirmed by the Supreme Government, Fateh Singh was installed on the 4th March 1885, and was invested with full powers of administration in the following August.

In 1887 the State concluded an Agreement (No. XIII) in modification of the Extradition Treaty of 1868. The new Agreement provided that, in the surrender of offenders from British India, the procedure for the time being in force in British India should be followed.

In February 1887 the Maharana issued a proclamation abolishing transit duties within his State on all articles except opium (Gazette Notification, dated the 25th March 1887).

A line of railway from Chitorgarh on the Rajputana-Malwa Railway (now the B., B. and C. I. Railway) to Debari Station, about 8 miles from Udaipur, was constructed by the State and opened for traffic in August 1895. In 1896 an Agreement for the working of this railway between Berach Junction and Udaipur was concluded between the Mewar State and the Bombay, Baroda and Central India Railway Company. This Agreement terminated on the 30th June 1896 and a revised Agreement was concluded, which ceased to be operative after the 30th June 1897, in which year another Agreement was concluded. This Agreement terminated on the 31st December 1897 and the Mewar Darbar resumed the working of the railway. The line was extended to Udaipur in August 1899. The Mewar State retains jurisdiction over it.

An Agreement (No. XIV), dated the 17th October 1901, but taking effect from the 1st January 1898, was entered into between the Bombay Baroda and Central India Railway Company and the Mewar State, providing for running powers on the Udaipur-Chitor Railway between the Berach signal and Chitorgarh stations, for the interchange of rolling stock and traffic, and for the working of the Chitorgarh Station.

Maharana Fateh Singh was granted a personal salute of 21 guns in 1897.

In November 1911 the Maharana's offer to contribute a squadron of Silladar Cavalry towards Imperial Defence was accepted by the Government of India.

On the outbreak of the Great War the Maharana placed the resources of his State at the disposal of the British Government.

In January 1921 the Ruler of Mewar was granted a permanent local salute of 21 guns within his own territories.

Maharana Fateh Singh died on the 24th May 1930 and was succeeded by his son the present Maharana Bhupal Singh, born on the 22nd February 1884. His Majesty the King-Emperor's recognition of his succession was conveyed to him in a Kharita presented at a Darbar held on the 22nd August 1930.

In 1930 an Agreement* was concluded with the Darbar by which the Government of India undertook to purchase for a period of ten years, commencing from the 1st January 1931, all the existing stocks of opium in the State at the rate of Rs. 900 per chest, and the Darbar on their part agreed to enforce the compulsory warehousing of unsold stocks of opium; to impose a duty of Rs. 200 per chest on the export of opium other than that sold to Government; to suspend temporarily their right to cultivate poppy for internal consumption; and to meet the needs of the State from the warehoused stock of opium not purchased by Government.

Extradition arrangements have been effected between Mewar and other States both in and outside Rajputana. A list of these is given in Appendix I.

The area of the State is 12,915 square miles; the population, according to the Census of 1921, 1,406,990; and the revenue Rs. 52,09,000.

Under the reorganisation scheme of January 1921 the authorised strength of the Mewar State Forces consists (1929) of:—

Udaipur Mewar Lancers	155

The following other State forces, which include irregulars but exclude the feudal quotas of jagirdars, are maintained:—

Artillery	225
Cavalry	1,002
Infantry	3,279
Armed Police	412

The State possesses 116 serviceable and 46 unserviceable guns.

With effect from the 1st January 1922 the designation "Imperial Service Troops" was changed to "Indian State Forces".

Mewar-Merwara.

The district of Merwara, which was inhabited by predatory tribes, was subdued between 1819 and 1821 by a British force nominally aided by Mewar and Marwar troops.† Both these States put forward claims to share in the conquered territory. Ultimately the district was divided into three unequal portions—four parganas, Beawar, Jak-Shamgarh, Bahar-Barkokra and Bhailan, going to the British Government; three, Todgarh, Dewair and Saroth, to Mewar; and the remaining two, Chang and Kot Kirana, to Marwar. The British parganas are now included in the British portion of the district of Ajmer-Merwara. The division appears to have been quite informal, and the names of the parganas assigned to each party are not given in the official correspondence connected with the partition, nor are they recited in the treaties; but the distribution effected has been recognised ever since. In 1823 a formal settlement of minor claims was made, according to which the villages of

* Concluded too late for inclusion in this edition.
† See Part VIII, Ajmer-Merwara.

Buli, Kukara and Saroth were awarded to Mewar, while nine villages were held in trust by the British Government, to be eventually handed over to Mewar as a reward for steadfast adhesion to British interests. In 1837 half the net revenues of these villages was assigned to Mewar as a "special mark of favour."

The triple government at first established on the subjugation of Merwara proved ineffective. Accordingly, with a view to the pacification and improvement of the country, it was taken under British administration, and a local corps was raised to which Mewar and Marwar were each to contribute annually Chitori Rs. 15,000 (Government Rs. 12,000). Although the Maharana of Mewar acquiesced in the arrangement and transferred his villages to the British Government for ten years, he appears to have executed no formal engagement. He was required to pay nothing towards the expenses of management beyond his contribution of Chitori Rs. 15,000 to the local corps. The arrangement expired in 1833, when Maharana Jawan Singh, who had profited largely by it, willingly made a new Agreement (No. IV) for eight years, and agreed to raise his contribution to Chitori Rs. 20,000 (Government Rs. 16,000). This agreement expired in 1841. It was not renewed, but Maharana Sardar Singh expressed his readiness to allow the district to remain under British management so long as it might suit the convenience of the British Government.

Much was done towards the civilisation of the Mers by the British Government, and in 1847 an effort was made to procure the perpetual cession of the Mewar and Marwar shares. Maharana Sarup Singh agreed to a permanent transfer of his villages, on condition of his receiving in farm the districts of Jawad, Jiran, Neemuch, etc., which had been assigned to the British Government by Scindia for payment of the Gwalior Contingent, and to the restoration of which the Maharana conceived he had a right under the 7th Article of the Treaty of 1818 (No. I). The Maharana's Government, however, was so inefficient and oppressive that it was considered undesirable to put additional districts under his control. In this unsatisfactory state the British occupation of Merwara remained for many years. In 1872 and 1874 claims to a readjustment were put forward by Mewar; but it was resolved not to change the existing arrangements. In 1881, when the accounts for the management of the district, showing a debit balance of upwards of Rs. 76,000 against Mewar, were submitted to the Darbar, Maharana Sajjan Singh took the opportunity to press his claim to be put in possession of the Mewar villages. The British Government, with a view to removing difficulties connected with the adjustment of accounts, proposed to accept in future the revenues of Mewar-Merwara in full discharge of the Mewar Darbar's contributions towards the cost of the administration of the tracts, the expenses of the Mewar Bhil Corps (an account of which is given below)

and of the Merwara Battalion, and further agreed that no demand should be made on the Darbar for arrears of payment. The Maharana demurred to these arrangements, being apprehensive that his sovereign rights over Mewar-Merwara would be impaired in the eyes of his subjects by the discontinuance of the old system of accounts, and that his State would lose pecuniarily if the current revenue settlement of the district were revised. His Highness suggested as an alternative plan that territorial exchanges should be arranged between the Maharaja Scindia and himself, by which certain villages possessed by the Gwalior Darbar in the neighbourhood of Neemuch would, in exchange for villages of equivalent value in British territory, be transferred to Mewar, in consideration for which arrangement he was willing to cede Mewar-Merwara to the British Government in full sovereignty.

This plan of territorial exchanges was not feasible at the time, and it was finally resolved to abide by the arrangements proposed in 1881. The Maharana was at the same time given a distinct and definite assurance in a Kharita, dated the 16th October 1883 (No. XI), that his rights of sovereignty over Mewar-Merwara were in no wise prejudiced thereby. It was further stipulated that, should the receipts from the district at any time exceed Rs. 66,000, the sum representing the contributions payable by Mewar for the administration of Mewar-Merwara and the expenses of the two local corps, the surplus money should be paid in full to the Mewar Darbar; and that the Resident in Mewar should annually intimate to the Maharana, in a Kharita, the aggregate revenue derived from the district during the preceding twelve months. The Maharana signified his assent to these arrangements in a Kharita addressed to the Governor-General under date the 13th November 1883 (No. XII).

Hilly Tracts, Mewar, and Mewar Bhil Corps.

The hill districts to the south and south-west of Udaipur are inhabited by Bhil tribes and Girasias, addicted to outbreaks of restlessness and lawlessness, under chiefs who, when the British first came to the country, owed nominal allegiance only to the Mewar Darbar and levied blackmail on neighbouring villages and a tax on the passage of goods and travellers, for whose safety they were considered responsible. Various injudicious attempts by the Mewar Darbar to interfere with the prescriptive rights of these chiefs drove them to revolt, and necessitated the employment of British troops for their coercion. It was found that without the constant supervision of British officers permanent peace could not be restored. Accordingly, it was proposed in 1838 to raise a Bhil Corps to be stationed in these districts. The Maharana of Mewar offered to contribute towards the expenses of the corps the revenues of his share of Merwara, estimated at Rs. 45,000, and the Girasia tributes estimated at Rs. 40,000, and to make over the district for ten years to British management. The corps was raised in 1841 at a cost of Rs. 1,20,000 a

year, of which the Mewar Darbar agreed to pay Rs. 50,000, but the overlordship of the Mewar Darbar over the district was recognised and confirmed. Since the formation of the corps the outbreaks of the Bhils have been suppressed, and the country has settled down to a condition of peace and prosperity unknown in previous times. The annual cost of the Corps is now about Rs. 2,40,000. The political relations between the Bhumia chiefs and the Mewar Darbar are carried on through the Political Superintendent, Hilly Tracts, Mewar, who is also the Commandant of the Mewar Bhil Corps and whose headquarters are at Kherwara. The Bhumia chiefs pay yearly tribute to the Darbar, with whom rests also the right of recognising successions, sanctioning adoptions, etc., subject to certain conditions. Minority administrations are also as a general rule carried on under the supervision of the Political Superintendent, Hilly Tracts, by officials nominated by the Mewar Darbar.

A sum of Rs. 2,13,160 was granted to the Bhumia chiefs by the Government of India in 1900 and 1902 as a famine loan, for the repayment of which the Mewar Darbar made themselves responsible, and agreements were executed by the chiefs concerned. Owing, however, to the generally unsatisfactory condition of the Hilly Tracts, the Government of India remitted a portion of the loan in 1903, and the outstanding balances were remitted on the occasion of the Coronation Darbar in 1911.

Feudatory Nobles of Mewar.

Ever since the connection of the British Government with Mewar the Rulers of that State have been involved in disputes with their feudatory nobles, of whom there are 23 of the first class and 33 of the second, still known by their original numbers as Solah and Battis respectively. They enjoy privileges and rights for which no exact parallel is to be found in any other part of Rajputana. The greater number are descendants of former Ranas. Chief among them are the *Chondawat* nobles, the most important of whom is the Rawat of Salumbar. They are descended from Chonda, eldest son of Rana Lakha, who early in the fifteenth century gave up his claim to the succession in favour of his younger brother Mokal, reserving for himself the first place in the Councils of the State. The Rawat of Salumbar, therefore, claims the office of the chief hereditary councillor; and when the Treaty of 1818 (No. I) was concluded, an attempt was made, though without success, to obtain the guarantee of the British Government to this office being always held by the Rawat.

Next in importance to the Chondawat nobles are the *Saktawats*, descended from Sakta, brother of Rana Partab, who ruled about the middle of the sixteenth century.

At the date of the first Treaty with the British Government these nobles had made themselves virtually independent of the Maharana,

and one of the first acts of Captain Tod, the Political Agent, was to draw up the Agreement of May 1818 (No. II), by which the nobles bound themselves to restore all the lands they had usurped or otherwise acquired during the previous fifty years, and to hold available for the Maharana's service, for three months each year, quotas of two horsemen and four foot soldiers for every Rs. 1,000 of their revenue.

The quotas furnished under this Agreement were notoriously inefficient. Shortly after it was framed the Maharana levied chhatund or a tax of one-sixth of their revenues, in addition to service; at first the money was used to meet the expenses of the marriage of his daughters, and afterwards for police purposes. The nobles objected to this tax, which was taken without their consent and was not devoted to the purposes for which it was professedly raised. In 1827, therefore, a new Agreement (No. III) was framed, the principle of which was that the nobles should pay the tax of one-sixth of their revenues and be excused half their service; that is to say, they should in future be bound to serve for three months in the year with only one horsemen and two footmen for every Rs. 1,000 of revenue. This agreement was sanctioned by Government as the act of the Maharana and his nobles, but was not guaranteed. It was as inoperative as the Agreement of 1818. The oppressive measures of the Mewar Darbar drove many of the nobles into rebellion, while the Maharana on his part complained of the failure of his nobles to perform their obligations. In 1840 a third Agreement (No. V) was signed, only to be replaced, by another (No. VI) five years later. Within two years disputes were as violent as ever, the Maharana complaining that the nobles did not perform their stipulated service, and the nobles alleging that service was demanded of them beyond the period agreed upon, and that their villages were attached and fines imposed on them on groundless and frivolous pretences.

In 1850 the Maharana confiscated a large portion of the estates of the Rawats of Salumbar and Deogarh for non-performance of their obligations; but his troops were expelled by these nobles who forcibly retook possession of the confiscated villages. Both the Maharana and his nobles applied for the mediation of the British Government, and a full enquiry took place into the causes of dispute. In 1854 Colonel Lawrence negotiated a new Agreement (No. VII); but this was signed, on various dates between February and December 1855, only by the Maharana and eleven of his principal and eleven of his minor nobles. Its conditions were never fulfilled, and eventually Government declared it to be null and void, but guaranteed the protection of the British Government to the nobles who had signed it. The Maharana's Minister Mehta Sher Singh, who was one of the signatories of the Kaulnama, had also held for many years guarantees from the British Government, which were specifically confirmed to him in November 1854 by the Poli-

tical Agent (Colonel Lawrence). Under these guarantees the Maharana was compelled in 1861 to restore the estates of Mehta Sher Singh, which he had confiscated after his dismissal from office. In 1862 a dispute arose about the succession to Salumbar, Rawat Kesri Singh having died heirless. Eventually Jodh Singh, the Rao of Bamora, succeeded, much against the wishes of the majority of the Salumbar Sardars and the Mewar Council of Regency, who appealed in vain to the Government of India to eject the usurper in favour of the Rao of Bhadesar whom they considered the rightful heir.

The policy of Maharana Sajjan Singh towards his nobles was conciliatory and he endeavoured with some success to deal with the difficult question of the civil and criminal jurisdiction to be exercised by them in future. In 1878 he framed a set of rules defining their powers, known as the Kalambandi. This was subscribed to by most of the leading nobles. Eight of them, however, refused to sign it, the result being that their right to exercise any judicial powers at all has not been admitted. From 1878 till the time of his death in 1884 Maharana Sajjan Singh's relations with his nobles remained on a friendly and satisfactory footing, although it appears that he took no further active steps to settle pending questions. The accession of Maharana Fateh Singh in 1884 was the signal for a renewal of the strife; but his firm policy had the result of driving these ancient controversies below the surface, and the attitude of the nobles towards the Darbar is now generally unexceptionable.

No. I.

TREATY between the HONOURABLE the ENGLISH EAST INDIA COMPANY and MAHARANA BHEEM SING, Rana of Oudeypore, concluded by MR. CHARLES THEOPHILUS METCALFE, on the part of the HONOURABLE COMPANY, in virtue of full powers granted by HIS EXCELLENCY the MOST NOBLE the MARQUIS of HASTINGS, K.G., GOVERNOR-GENERAL, and by THAKOOR AJEET SING, on the part of the Maharana, in virtue of full powers conferred by the Maharana aforesaid,—1818.

ARTICLE 1.

There shall be perpetual friendship, alliance, and unity of interests between the two States from generation to generation, and the friends and enemies of one shall be the friends and enemies of both.

ARTICLE 2.

The British Government engages to protect the principality and territory of Oudeypore.

ARTICLE 3.

The Maharana of Oudeypore will always act in subordinate co-operation with the British Government, and acknowledge its supremacy and will not have any connection with other Chiefs or States.

ARTICLE 4.

The Maharana of Oudeypore will not enter into any negociation with any Chief or State without the knowledge and sanction of the British Government; but his usual amicable correspondence with friends and relations shall continue.

ARTICLE 5.

The Maharana of Oudeypore will not commit aggressions upon any one; and if by accident a dispute arise with any one, it shall be submitted to the arbitration and award of the British Government.

ARTICLE 6.

One-fourth of the revenues of the actual territory of Oudeypore shall be paid annually to the British Government as tribute for five years; and after that term three-eighths in perputuity. The Maharana will not have any connection with any other power on account of tribute; and if any one advance claims of that nature, the British Government engages to reply to them.

ARTICLE 7.

Whereas the Maharana represents that portions of the dominions of Oudeypore have fallen by improper means into the possession of others, and solicits the restitution of those places: the British Government, from a want of accurate information, is not able to enter into any positive engagement on this subject, but will always keep in view the renovation of the prosperity of the State of Oudeypore and after ascertaining the nature of each case, will use its best exertions for the accomplishment of that object, on every occasion on which it may be proper to do so. Whatever places may thus be restored to the State of Oudeypore, by the aid of the British Government, three-eighths of their revenues shall be paid in perpetuity to the British Government.

ARTICLE 8.

The troops of the State of Oudeypore shall be furnished according to its means, at the requisition of the British Government.

ARTICLE 9.

The Maharana of Oudeypore shall always be absolute ruler of his own country, and the British jurisdiction shall not be introduced into that principality.

ARTICLE 10.

The present Treaty of ten articles, having been concluded at Delhi, and signed and sealed by Mr. Charles Theophilus Metcalfe and Thakoor Ajeet Sing Bahadoor, the ratifications of the same by His Excellency the Most Noble the Governor General and Maharana Bheem Sing shall be mutually delivered within a month from this date.

Done at Delhi, this 13th day of January, A.D. 1818.

C. T. METCALFE.

THAKOOR AJEET SING.

HASTINGS.

Ratified by His Excellency the Governor-General, this 22nd day of January 1818, in Camp at Oocher.

J. ADAM,

Secretary to the Governor-General.

No. II

CAPTAIN TOD'S KAULNAMAH of 4th May 1818.

1st.—All lands Khalsa obtained since the troubles and all lands seized by one Chief from another shall be restored.

2nd.—All new Rukhwaree, Bhoom, Lagut, shall be renounced.

3rd.—Don, Biswah, the right of the Government, shall be renounced from this day; such belongs to the Durbar alone.

4th.—No Chiefs shall permit thefts in their estates. They shall entertain no thieves, home or foreign, as Mogeas, Baorees, Thorees, etc., nor shall any be permitted to remain, but those who may return to honest pursuits. Should any of them revert to their old haunts, they shall instantly be cut off. All property stolen shall be made good by him in whose estate the theft is committed.

5th.—Home or foreign merchants, all Kafilas, Beoparees, Bunjaras, who enter the country, shall be protected. They shall in no way be injured or molested. Whoever offends against this his estate shall be confiscated.

6th.—According to command, at home or abroad, service shall be performed. The Chiefs shall be formed in four divisions: each shall remain in attendance on the Durbar for three months, and then be dismissed to their homes. Once a year a general assembly of the Chiefs shall take place. It shall be on the festival of Dusserah, commencing 10 days previous; and 20 days subsequent, with the exception of the Omrahs on duty, they shall be permitted to retire to their homes. On urgent occasions, or when their services are required, all shall obey the summons to the Presence.

7th.—All feudatories (puttaet), relations, and kindred holding by Sunnud from the Durbar shall perform separate service. They shall not perform with or remain united in the larger fees (puttas) of others. Relations and inferior vassals of Chiefs from whom they hold in fee to them shall their services be rendered.

8th.—No Chiefs shall oppress or commit violence on their ryots. There shall be no exactions or fines: this is ordained.

9th.—What has been executed by Ajeet Sing, sanctioned and approved of by the Durbar, all shall agree to.

10th.—Whoever shall depart from the above, the Prince shall punish; in this the fault will not lay in the Durbar. Whoever fails, on him be the oath of Eklungjee and the Sree Durbar.

Signed by the Maharana, Captain Tod, and 33 Chiefs, &c.

No. III.

KAULNAMAH (AGREEMENT) between the MAHARANA of OUDEYPORE and his CHIEFS, negociated by CAPTAIN COBBE, POLITICAL AGENT, MEYWAR, and submitted for sanction in April 1827.

The Covenant between the Maharana Bheem Singh and the Chiefs, Jaghiredars, &c., of Meywar, which was contracted in 1818 and received the sanction of the British Government, having been found insufficient to regulate the relative rights and duties of the respective parties, His Highness and the Chiefs un-

animously agreed to the following additional Articles, and solicit for them the sanction of Government :—

1st.—The chatoun shall be levied at the rate of one-sixth of the actual produce, and shall be paid regularly in half-yearly kists ; beyond this contribution no claim or arbitrary fine shall be inflicted.

2nd.—Every Sirdar accompanied by half the quota he is by Sunnud bound to produce, shall do personal service in his turn for three months in each year ; at the expiration of his tour he will be permitted by His Highness to retire to his jaghire.

3rd.—Foreign Beoparees, &c., &c., travelling through Meywar will give notice to and place themselves under the protection of the proprietor or local authorities of the village where they halt, who will be held responsible for their property ; this will not extend to such persons as may encamp at a distance from the village without giving notice.

4th.—The Sirdars, &c., will take from their ryots half the produce as is done in the Khalsa ; if this be objected to the ryots will pay one-third and Burrar as usual.

5th.—We will settle the accounts of our kamdars, puttails, &c., with justice.

6th.—No village shall be sequestrated without just cause.

7th.—If any Chief shall offend, the punishment shall be proportioned to the crime.

8th.—All Bhoom granted prior to 1722 Sumbut shall be considered valid.

9th.—Dhoose, Rozeena, Dustuks, &c., shall not be served on any Sirdar from the provincial kutcherries, but when requisite shall be issued by the Minister.

10th.—Surna (or Sanctuary) shall remain on the established footing, but shall not extend to murderers.

N.B.—This was not signed by the contracting parties until 1839, when it was signed by both and countersigned by Colonel Robinson, Political Agent, as witness of its having been duly executed in his presence.

No. IV.

AGREEMENT entered into by LIEUTENANT-COLONEL LOCKETT, Agent to the Governor-General for the States of Rajpootana, on the part of the HONOURABLE COMPANY, and MEHTA SHERE SING PURDHAN, SHAM NATH PUROHIT, and RAI CHIRUNJEE LALL, the accredited Agents of the Government of Oudeypore, for continuing in the possession of the British Government for a further period of eight years, *viz.*, from 31st May 1833 to 31st May 1841, that portion of the Oudeypore lands comprised in the tract called Mugra Mairwarra. Concluded at Beawur on the 7th March 1833, with the consent of both parties.

ARTICLE 1.

The arrangements now in force for the management of the villages comprised in the Oudeypore share of Mugra Mairwarra to continue for a further period of eight years as stated above.

ARTICLE 2.

As the existing arrangement entails upon the British Government considerable expense, while it tends to the increased advantage of the State of Oudeypore, it is stipulated and agreed that the Durbar of Oudeypore shall pay to the British Government, in addition to the sum of Rupees 15,000 hitherto annually paid by them to defray the expenses of the Cantonment of Beawur, the further sum of Rupees 5,000 per annum; or in all Rupees 20,000, which will cover the expenses of the collection of the revenues also for eight years longer.

ARTICLE 3.

Two Mootsuddies shall always remain in attendance upon Major Hall for the purpose of examining the reports of the collections from the villages in the Oudeypore share of Mairwarra; and they shall prepare and compare the accounts of collections from those villages with the Mootsuddies of the British Government.

ARTICLE 4.

A copy of this Agreement shall be transmitted to the Durbar of Oudeypore after the sanction of the Right Honourable the Governor-General shall have been obtained.

No. V.

KAULNAMAH or AGREEMENT between the MAHARANA and his CHIEFS, signed in presence of MAJOR ROBINSON, OFFICIATING POLITICAL AGENT IN MEYWAR, on the 1st February 1840.

On Bysack bud 14th, Sumbut 1874, or May 1818, a Kaulnamah of ten Articles was concluded through the mediation of Captain Tod, bearing the signature of the Maharana and his Chiefs for the mutual benefit of the contracting parties.

As in several instances the Chiefs have lost sight of the terms of that agreement, and their conduct has been at variance with it, the Maharana has agreed that a new Kaulnamah should be drawn up with the advice and concurrence of Captain Cobbe, introducing therein the classes of the original agreement with such additional Articles as may be deemed beneficial both for His Highness and the Chiefs: that on the Dusserah festival the whole of the Chiefs shall assemble and the Articles of the Kaulnamah be read and explained to every Chief, and their signature affixed to the same, as also that of His Highness: that the Political Agent should also be requested by the Maharana and the Chiefs to sign and witness, to ensure the due observance of the terms of the Kaulnamah. This agreement was drawn up several years ago, but was not signed either by the Maharana, the Chiefs, or the Political Agent. Now, at the request of the Nobles and Chiefs of Meywar, His Highness the Maharana Sirdar Singh approves and confirms the said Kaulnamah without making any additions or alterations to it, and the same has been formally executed in the presence of Major Robinson

Officiating Political Agent in Meywar, on Mahbud 13th Sumbut, 1896, or 1st February 1840; and has been duly signed by the Maharana and the Nobles and Chiefs of Meywar.

Additional Articles for the benefit of both parties.

1. In the 9th Article of the first Kaulnamah, it is written that no Chiefs shall oppress or commit violence on their ryots; that all new dund, barar exactions, levied in times of commotion, shall cease. As they have not acted up to this engagement, and through their oppression many ryots have been driven from Meywar, it is ordained that they shall in future desist from such proceedings which will induce the ryots to re-settle and tend to the increase of the revenue of their puttahs and the prosperity of the country.

2. It is customary for every Chief to remain with his quota of troops in attendance on the Durbar for three months in the year. This shall continue in force, and no Chief shall be detained at Oudeypore beyond the stipulated period of service, as by their detention the Chiefs are subjected to additional expense and trouble. It is optional with the Durbar to excuse the attendance of any Chief; however, in doing so, the Durbar will not send for another in his room until the expiration of the period the Chief thus excused from duty was to attend. The Chiefs shall be bound to maintain the full number of followers; if they furnish a less number they will subject themselves to the displeasure of His Highness.

3. The three-eighths from the revenue collections of the Khalsa lands are paid by the Durbar to the British Government for the protection of Meywar from foreign enemies; not a fraction is taken from the jaghiredars on this account. The payment of the tribute as here stated is exclusively for the protection of the country against foreign invasion, as the troops of the Chiefs are wholly inadequate for this purpose, the Chiefs participating largely in the benefit thus secured. In former times, a chout was paid to the Dhukhnees, who were a source of great annoyance to the country; this evil is removed. The troops furnished by the Chiefs are only half the number they are bound to maintain, and are altogether unfit for duty; on which account the Durbar is obliged to issue rozeena and dustuk on the villages of the Chiefs, which subject them to trouble and expense. As the Durbar pays the tribute from the revenue of his khalsa possessions to the British Government, it was but fair for the Chiefs to have made a similar payment from the proceeds of their estates to the Durbar; but knowing that they can ill-afford such a demand in consequence of the heavy expenses they are subject to for the maintenance of their relations and dependants, His Highness has thought proper to discharge the tribute from the revenue collections of the crown lands, without making any demands on that account from the Chiefs. His Highness has now resolved that the service of half the troops the Chiefs are bound to furnish, agreeably to the rekh or rent-roll, be discontinued, and, in commutation of the above half service, a money payment, amounting to 2 annas 7½ pie in the Rupee, be made, which is to be termed chuttoond: that from this fund

a body of troops shall be raised for the service of the State. The Chiefs are not to suppose that the amount to be paid by them is taken in lieu of the tribute payable to Government, as no portion of it will be appropriated to any other purpose than the maintenance of a body of troops. The payment of the chuttoond will not bear hard upon the Chiefs, considering the performance of twelve months' service with their full quota of troops which, no doubt, is more expensive and troublesome to them. On urgent occasions, if the Durbar requires the attendance of the full number of troops, and detaches them on duty beyond the Meywar limits, a remission will be made in the amount of the chuttoond of the Chiefs furnishing such troops.

4. His Highness the Maharana declares that he will not, without cause, confiscate the villages belonging to a Chief and bestow the same on another.

5. As several Chiefs wilfully withhold and delay the payment of the chuttoond on which account the Durbar is compelled to send dustuks of horse and foot on the estates of the Chiefs, to enforce payment of the dues of the State, which subjects the Chiefs to a loss of hundreds of Rupees, and is by no means profitable to the Durbar, His Highness has resolved to invite agents on the part of the whole of the Chiefs and in conjunction with the minister, to make a settlement for five years for the payment of chuttoond by two instalments; by doing so, there will be no occasion to send rozeena or dustuks: that if any of the Chiefs fail to pay the chuttoond ten days after it has been due they would render themselves liable to the confiscation of their lands and villages to the extent of the defalcation, which shall not be restored to them.

Period of the payment of chuttoond 1st instalment on Mungsirsood Poonum, 2nd instalment Jeytsood Poonum.

Signatures affixed of

Rao Bukhut Singh of Baidla.	Maharaj Humber Singh.
Rawut Puddum Singh of Saloombur.	Rawut Umeer Singh.
Rawut Nahur Singh of Deogurh.	Rawut Essree Singh.
Rawut Salim Singh.	Rawut Doolee Singh.

No. VI.

Kaulnamah between Maharana Suroop Singh of Oudeypore and his Nobles and Chiefs, mediated by Lieutenant-Colonel Robinson, dated Mah sood dooj, Sumbut 1901, or 8th February 1845.

Formerly an agreement was entered into between Maharana Bheem Singh and the Meywar Chiefs in Captain Tod's time, consisting of ten Articles. Afterwards another Kaulnamah of five Articles was drawn up in Captain Cobbe's time, and lastly one was concluded between Maharana Sirdar Singh and the Chiefs in the presence of Colonel Robinson, and duly signed by both parties. As the Chiefs have failed to act up according to the terms of the Kaulnamah, the Maha-

rana, in order to the due observance of the same in future, has, in conjunction with the Chiefs and His Highness's authorities, drawn up the following additional Articles, and which have been mediated by Colonel Robinson and in his presence signed by both parties.

1. All the Articles of the former agreement are to continue in force. Every year, ten days before the Dusserah festival, a general assembly of the Chiefs shall take place. After the inspection of their troops the Durbar will order such Chief as he pleases for three months' duty, and distinctly name the Chiefs and periods they are required to attend, and permit them to return to their homes. The troops of the Chiefs to make no excuse in the performance of their duties. Should they fail to attend at the appointed time, or be found negligent or deficient in numbers, the Chief in whose service they may be shall be called upon to make a money payment in lieu of troops to the Sree Durbar.

2. The Chiefs are to pay chuttoond at the rate of 2 annas 7½ pie in the Rupee, in commutation of half the troops they are bound to furnish, regularly at the stipulated periods according to the terms of the first Kaulnamah.

3. The Chiefs are to use their best endeavours for the suppression of thefts and robberies in their respective puttahs; they are not to harbor thieves, outlaws, or dacoits belonging to foreign jurisdictions, but to apprehend all such offenders who may attempt to enter their elaquas, and make them over, together with such plundered property as may be found in their possession, to the State whose subjects they may be, agreeably to the course adopted with the concurrence of this Durbar by the governments of Jeypore and Jodhpore.

4. The Durbar has agreed, at the request of the Chiefs, that, whenever any dispute may arise among them concerning boundary or other matters, a punchayet will assemble at the scene of dispute, consisting of four persons on the part of the Chiefs and one to be nominated by the Durbar. It will be their duty to enquire into and settle the dispute with justice and equity, and their decision to be binding on both parties.

5. This agreement has been entered into with the free will and pleasure of both parties and to be mutually observed. All the Chiefs shall continue to pay chuttoond and perform service with pleasure and satisfaction according to the Kaulnamah, and as in Maharana Juwan Singh's time; any instance of carelessness or departure from the terms of this agreement shall render the Chiefs liable to the displeasure of the Sree Durbar as set forth in the first Kaulnamah.

Signatures affixed of

MEHTA SHERE SINGH, by order of the Durbar.

RAWUT NAHUR SINGH.

RAWUT PIRTHEE SINGH.

MAHARAJ HUMEER SINGH.

RAWUT DOOLEH SINGH.

No. VII.

Kaulnamah of 1854.

For thirty-four years the Maharana and his Chiefs have been at variance. The first has perpetually complained of disloyalty, the latter as often of tyranny.

With no other motive than the peace of the country and the happiness of all ranks, the various representatives of the Supreme Government have been from time to time permitted to arbitrate between the parties.

Several Kaulnamahs have been accordingly prepared, signed, and agreed to; yet all by each side have been continually broken.

The Maharana's answer to the Chiefs' complaints of encroachment on their lands proves that he has not only encroached on their estates, but even established villages in them. His Highness's treatment of Lawa also shows he has punished guilt with undue severity. On the other hand, it is not denied that the Chiefs have been disobedient and many of them even rebellious.

Such conduct must cease on both sides, and as it is the desire of the Government of India that all subjects of Meywar should know that it will support the legitimate authority of the Maharana, so long as he acts justly and to their satisfaction and in accordance with the counsel and advice of the Political Agent, the Government orders the promulgation and enforcement of the following "Kaulnamah," which is founded on previous ones. Whoever does not adhere to it will be considered an offender against the British Government and liable to punishment; but an appeal in any dispute may be made to the Political Agent and the Agent, Governor-General, whose decision will be final, and in accordance with the present Kaulnamah and with the spirit of ancient customs.

Article 1.

Chuttoond at the rate of 2½ annas per Rupee of actual produce to be paid to the State of Meywar at two periods, December and June, through a banker or vakeel.

If any Chief fails in doing this he must pay interest at the rate of 12 per cent. per annum; after 12 months, lands to be confiscated to the extent of defalcation.

Those who neglect to give in a statement of actual produce to be arbitrarily assessed, but no increase to be hereafter demanded.

Saloombur does not pay chuttoond, but performs service at the capital for 12 months.

In addition to the 2½ annas chuttoond the Chiefs are to furnish one horse and two foot soldiers for 3 months at home or abroad [that is within Meywar] in lieu of the two horse and four foot at present furnished on each Rupees 1,000 of actual produce, should any extra service be required the Rana will pay for it at Rupees 16 a month for a horse and Rupees 6 for a foot soldier. Any failure of service will be charged to the Chiefs at the same rate. All Chiefs with their quotas will attend at Oudeypore for 10 days before and 5 days after the Dusserah, to pay

their respects to the Maharana, at which period their turns of service and their post will be allotted. On any emergency all Chiefs on receipt of the Rana's sign-manual will attend with their quotas.

Those holding separate jaghires from the Rana will pay chuttoond and perform service separately.

ARTICLE 2.

Kaid or fees paid on Tulwar Bundun, *i.e.*, investiture of fief, to be 12 annas per Rupee on the actual produce of one year; this will exempt the payment of that year's chuttoond. The Chiefs of Amait, Gogoonda, Kanore, and Banaira, and the Kishnawuts, are exempt from these fees, but in lieu of them they pay nuzzerana, which instead of being left to the will of the Rana, is now fixed at Rupees 8 per cent. on the actual produce.

ARTICLE 3.

All sums which the Rana has paid or may yet pay in indemnifications for thefts and robberies proved to have occurred within their fiefs, to be re-paid by the Chiefs with interest at Rupees 6 per cent. for the past, and 12 per cent. for the future.

ARTICLE 4.

Thieves, Dacoits, Thories, Baorees, Mogheas, and outlaws are not to be harboured by the Chiefs. All participators in the proceeds of the robbery, receivers of stolen goods, or protectors of thieves, will be held as guilty as the thieves. They will, with the concurrence of the Political Agent, be punished by fine or imprisonment. All merchants, traders, caravans, Bunjaras, and travellers are to be protected in passing through the territories of the Chiefs, who will be answerable if plundered, provided they have given notice of their arrival and taken reasonable precautions for their own protection. Plunderers of all kinds are to be apprehended and made over to the Maharana. If the Chiefs are unable to do this they must report it to His Highness, and the Political Agent conjointly with the Maharana will settle upon the responsible party. All claims for thefts traced into Meywar villages will have to be paid by the villages where the tracks cease.

ARTICLE 5.

All monies borrowed from the Maharana by the Chiefs, or on His Highness's guarantee, to be liquidated; the former at 6 per cent., and the latter at 9 per cent., unless a rate was fixed at the time of guarantee, in which case that rate must hold good. The Political Agent will fix the instalments to be paid in such liquidation.

ARTICLE 6.

All nuzzerana except the following are abolished:

1st.—On accession to the throne and on the first marriage of the Rana or heir-apparent: From the sixteen Chiefs, and two Rajahs of the first Rank, Rupees

500 and one or two horses, as is customary; lesser Chiefs and others 2 per cent. on the present actual produce; will be given to the State.

2nd.—On the marriage of the Rana's sisters or daughters, 2½ annas in the Rupee on the present actual produce for one year, and horses as in Rana Bheem Sing's time will be given to the State.

3rd.—On the Rana's proceeding on a pilgrimage, 1¼ anna in the Rupee on the present actual produce of one year will be given to the State.

ARTICLE 7.

Arrears due by Chiefs on account of the marriage of the present Rana's sisters to be paid at the rate of 2½ annas per Rupee on the present actual produce of one year.

ARTICLE 8.

The Chiefs are not to levy larger sum from their ryots on occasions of investiture or nuzzerana than they themselves pay the Rana.

ARTICLE 9.

Many Chiefs have of late been guilty of contumacy and disloyalty, thus rendering themselves liable to be fined. The Maharana has, however, with the advice of the Agent, overlooked their offences except those of the Chiefs of Saloombur and Deogurh. These latter forcibly resumed their confiscated villages, and ejected the State troops; for which they are each to be fined Rupees 25,000. The Maharana has forgiven all past offences with the exception of murder. In future all offenders shall be punished as the courts of justice may decree.

ARTICLE 10.

Bhoom lands [allodial allotments], houses, jaghires, villages, pieces of mortgaged land, deeds, grants, charity lands, &c., to continue in the possession of the present holders. Those which are held by grants dating from Bheem Sing's reign, or written deeds of Captains Tod and Cobbe, will not be resumed without good grounds, and their rights will be investigated by the Political Agent, aided, if he thinks advisable, by four or six Chiefs who are known not to be hostile to their sovereign.

Bhoomias [or landholders] from the Maharana are, as hitherto, to be responsible for the protection of their villages, and for all losses by theft and robbery.

ARTICLE 11.

Dan, Biswah [transit duties], Logut [taxes], Khur Lakur [wood and grass], Rewaree camels, house-tax [Khana Shumari], all belong to Government; but those who have had the right of collecting such since Tod and Cobb's time, and who possess the necessary [Sunnuds] deeds, will continue to collect them.

ARTICLE 12.

All [cesses] demands in force in Captains Tod and Cobbe's time to continue; all others levied of late years are abolished, *viz.*, Lagut of Dan [customs], Burar [taxes], fines, &c., Deeds [Sunnuds] of exemption by former Maharanas and by the present Maharana will be respected and continue in force.

ARTICLE 13.

The orders about jails, witches [Dakums], Bhopas [witch-informers], Tyag Bhat Charun, fixed by the Governor-General's Agent in Rajputana and concurred in by the Maharana are to be obeyed by all classes in Meywar. Prisoners are to be maintained according to their condition but not at a less rate than one anna or at a greater than eight annas per diem for each man. None are to be tortured or ill-treated.

ARTICLE 14.

The Maharana, the Political Agent, and the Chiefs, will each appoint three Agents of character and knowledge, and these will name a seventh to draw up a Code of Rules consonant to Rajwarra customs and justice, for the future settlement of all Criminal and Civil cases, and by which in future all parties must be adjudged; the Code to be approved of by the Political Agent.

ARTICLE 15.

The constituted courts will settle all cases of importance and any that may come before them. The Chiefs may adjudicate suits of minor consequence between their retainers and ryots, and may imprison culprits for one month, though not ill-treat or torture them. An appeal in any case may be made from their decision to the Minister and from him to the Political Agent.

ARTICLE 16.

Surna, or sanctuary, except for murder, dacoity or treason, will continue with those who have hitherto held it.

ARTICLE 17.

Bhanjguria or hereditary councillorship was not allowed by Captain Tod, nor has it since been admitted. It rests on the pleasure of the Maharana who in future, in matters of importance, will be guided by the advice of the Political Agent and that of four or five loyal and well-disposed Chiefs.

ARTICLE 18.

The ancient usages and privileges of Chiefs, temples, religious establishments, &c., to continue. The An or oath of allegiance to be observed as of old.

ARTICLE 19.

No person to be seized on the plea of sorcery, witchcraft, or incantations. In charges of poisoning or of criminal intercourse [both cognizable by the courts] the Durbar is in no way to interfere.

ARTICLE 20.

The Maharana is only to levy fines through a written order of the Minister, in which must be shown the reasons for levying, and the amount, which must be in accordance with justice and moderation. The same rule to prevail with the Chiefs who may levy small fines as heretofore, recording their scale and rate in the Agent's Office. Dhouse Dustuk (or summons) only to be sent by the Minister's written order or by those who did so in Tod and Cobbe's time.

ARTICLE 21.

A British Officer or other Official will be appointed to settle all boundary disputes [Kankur or Seem-ka-jugra] present and future. Both parties to share the costs, unless one may be proved to have destroyed boundary marks, when that party will pay the whole, and be further punished as deemed expedient.

ARTICLE 22.

Adoption of the next heir male by Chiefs or others is allowed, with the knowledge of the Maharana, and in consonance with custom and Hindee law. On the demise of Chiefs, their widows, with the council of respectable well-wishers of the family, may adopt. In cases of disagreement appeal to lie to Political Agent.

ARTICLE 23.

Grants of lands or villages to Eklungjee, Nathdwara, Punchowlee, Behareedass, and Chobee, to continue to the holders; all customary collections as Naiq or court-fees to be paid to those entitled to them, and not to be collected with the chuttoond.

ARTICLE 24.

The houses of Chiefs in the city of Oudeypore not to be resumed or given to others while inhabited and kept in order, and never without a reference to Political Agent. Their gardens to be watered from the lake "Peechola" free of charge.

ARTICLE 25.

The Rana will not interfere in mortgages of houses, lands, &c., though he may discourage them as much as possible. He will not take interest from his troops for advances, but pay them regularly every four months. Nor will he permit his name to be used in shops or in any way in trade.

ARTICLE 26.

The Chiefs were prohibited in former Kaulnamahs from uniting or banding together. This has not been attended to. All such combinations are now unnecessary, as every one can, if he has a real grievance, immediately obtain redress; and they will therefore in future subject those entering into them to be treated as enemies to the State.

ARTICLE 27.

An Agent from each Chief to reside at court, through whom business will be transacted. Persons of respectability only to be deputed, and they will be treated according to custom and the rank of their master.

ARTICLE 28.

All ryots [cultivators], whether of the Crown or of the Chief's lands, can settle wherever they please unmolested. Any suits against them must be referred to the courts of law. All people, high or low, can appeal to the Political Agent.

ARTICLE 29.

The Crown lands being responsible for the protection of the British Government daks and banghees, the Chiefs must be equally responsible in their jaghires and in like manner make good all losses by plunderers.

ARTICLE 30.

After the execution of this Kaulnamah, which abrogates all previous ones any disputes that may arise at any time between the Durbar and Chiefs, on points not mentioned or that may be doubtful, must be brought to notice within three months, for the decision of the Political Agent in Meywar and the Governor-General's Agent in Rajpootana, whose decision will be final. Any case not submitted within the above period will be dismissed as groundless.

No. VIII.

ADOPTION SUNNUD granted to RANA SUMBHOO SINGH of MEYWAR (Oudeypore) —1862.

Her Majesty being desirous that the Governments of the several Princes and Chiefs of India who now govern their own territories should be perpetuated, and that the representation and dignity of their Houses should be continued; I hereby, in fulfilment of this desire, convey to you the assurance that, on failure of natural heirs, the adoption by yourself and future Rulers of your State of a successor according to Hindoo law and to the customs of your race will be recognized and confirmed.

Be assured that nothing shall disturb the engagement thus made to you, so long as your House is loyal to the Crown and faithful to the conditions of the Treaties, Grants or Engagements which record its obligations to the British Government.

CANNING.

Dated 11th March 1862.

Similar Sanads were granted to Alwar, Banswara, Bharatpur, Bikaner, Bundi, Dholpur, Dungarpur, Jaipur, Jaisalmer, Jhalawar, Jodhpur, Karauli, Kishengarh, Kotah, Partabgarh, Shahpura and Sirohi

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No. IX.

EXTRADITION TREATY between the BRITISH GOVERNMENT and HIS HIGHNESS SUMBHOO SING, MAHARANA of OUDEYPORE, MEYWAR, his children, heirs and successors, executed on the one part by LIEUTENANT-COLONEL ALEXANDER ROSS ELLIOT HUTCHINSON, OFFICIATING POLITICAL AGENT of MEYWAR, under authority from LIEUTENANT-COLONEL RICHARD HARTE KEATINGE, C.S.I. & V.C., GOVERNOR-GENERAL'S AGENT for the STATES of RAJPOOTANA, in virtue of full powers to that effect vested in him by HIS EXCELLENCY THE RIGHT HONORABLE SIR JOHN LAIRD MAIR LAWRENCE, BARONET, G.C.B. & G.C.S.I., VICEROY and GOVERNOR-GENERAL of INDIA, and on his own part by the MAHARANA SUMBHOO SING BAHADOOR,—1869.

ARTICLE 1.

That any person, whether a British or Foreign subject, committing a heinous offence in British territory, and seeking shelter within the limits of the Meywar State, shall be apprehended and delivered up by the latter Government to the former on requisition in the usual manner.

ARTICLE 2.

That any person, being a subject of Meywar, committing a heinous offence within the limits of the Meywar State, and seeking asylum in British territory, will be apprehended and delivered up by the latter Government to the former on requisition in the usual manner.

ARTICLE 3.

That any person other than a Meywar subject committing a heinous offence within the limits of the Meywar State, and seeking asylum in British territory, will be apprehended and the case investigated by such Court as the British Government may direct. As a general rule, such cases will be tried by the Court of the Political Agent in whom the political supervision of Meywar may be invested.

ARTICLE 4.

That in no case shall either Government be bound to surrender any person accused of a heinous offence, except on requisition duly made by, or by the authority of, the Government within whose territories the offence shall be charged to have been committed, and also upon such evidence of criminality as, according to the laws of the country in which the person accused shall be found, would justify his apprehension and sustain the charge if the offence had been there committed.

ARTICLE 5.

That the following offences be deemed as coming within the category of heinous offences :—

1. Murder.
2. Attempt to murder.
3. Culpable homicide under aggravating circumstances.
4. Thuggee.
5. Poisoning.
6. Rape.
7. Causing grievous hurt.
8. Child-stealing.
9. Selling females.
10. Dacoitee.
11. Robbery.
12. Burglary.
13. Cattle-theft.
14. Arson.
15. Forgery.
16. Counterfeiting coin or uttering base coin.
17. Criminal breach of trust.
18. Criminal misappropriation of property.
19. Abetting the above offences.

ARTICLE 6.

The expenses of any apprehension, detention, or surrender, made in virtue of the foregoing stipulations, shall be borne and defrayed by the Government making the requisition.

ARTICLE 7.

The above Treaty shall continue in force until either of the high contracting parties shall give notice to the other of its wish to terminate it.

ARTICLE 8.

Nothing herein contained shall be deemed to affect any Treaty now existing between the high contracting parties, except so far as any Treaty may be repugnant thereto.

Done at Oudeypore this sixteenth day of December in the year of Our Lord 1868, corresponding with the third day of the light portion of the month of Poos, Sumbut 1925.

A. R. E. HUTCHINSON, *Lieut.-Col.*,
Offg. Poltl. Agent, Meywar.

SEAL and SIGNATURE of the MAHARANA of OUDEYPORE.

MAYO,
Viceroy and Govr.-Genl. of India.

This Treaty was ratified by His Excellency the Viceroy and Governor-General of India, at Fort William, on the 22nd of January 1869.

W. S. SETON-KARR,
Secy. to Govt. of India.

No. X.

MEYWAR SALT AGREEMENT, dated the 12th February 1879. RATIFIED THE 8TH MAY 1879.

ARTICLE 1.

His Highness the Maharana of Oodeypore agrees to suppress and absolutely prohibit and prevent the manufacture of salt within any part of the Meywar State, from the date on which this Agreement comes into force.

Provided that if at any subsequent time His Highness the Maharana desires to reconstruct and re-open works sufficient for the manufacture of a quantity of edible salt not exceeding 15,000 maunds annually, the British Government, on receiving notice not less than twelve months beforehand, will allow certain works selected by officials of the Maharana to be re-opened under proper safeguards and conditions. Returns of the outturn of such works shall be furnished annually to the British Government.

ARTICLE 2

His Highness the Maharana agrees to prevent the import into, and export from, Meywar of any salt whatever other than salt on which duty has been levied by the British Government and the one thousand maunds of salt mentioned in Article 6.

ARTICLE 3.

No transit duty shall be levied within the Meywar State upon salt upon which duty has been levied by the British Government.

ARTICLE 4.

In consideration of the faithful and effective observance of the conditions specified in Articles 1 and 2 of this Agreement, the British Government agree to pay yearly to His Highness the Maharana of Oodeypore the following sums in British currency :—

For compensation for loss of revenue to the State, and to landholders caused by the suppression of the salt-works so long as all salt-works shall remain closed in Meywar—Rupees two thousand and nine hundred (2,900). And His Highness the Maharana agrees to distribute out of the sum of rupees two thousand

and nine hundred aforesaid, the sums allotted to the several jaghirdars and others entitled to compensation in accordance with Schedule A attached to this agreement.

For the charges which may be incurred by His Highness the Maharana in preventing the re-opening of the suppressed works or the extension of any works hereafter opened by permission, and in preventing the illicit export of salt—Rupees ten thousand (10,000).

ARTICLE 5.

In consideration of the effective observance by His Highness the Maharana of Oodeypore of the conditions specified in Article 3 of this Agreement, and having regard to the probable diminution of the Maharana's present revenue from transit duties upon salt, which is to be anticipated from the levying of the British duty at the salt sources in Marwar, and elsewhere, the British Government agree to pay to His Highness the Maharana annually the sum of Rupees thirty-five thousand (35,000).

ARTICLE 6.

The British Government agree to permit His Highness the Maharana of Oodeypore to purchase annually from the salt-works at Pachbadra, for the consumption of the people of his State, at a price which shall not exceed a maximum of eight annas per maund, one hundred and twenty-five thousand (125,000) British Indian maunds of salt, in equal half-yearly instalments. The British duty on the salt thus purchased shall be levied at half the full rate of duty at the time leviable at the works from which the salt is supplied.

Provided that, in the event of any salt-works being re-opened in Meywar, under the 1st Article of this Agreement, the estimated yield of those works may, if the British Government so desire, be deducted from the quantity of salt allotted under this Article.

The British Government also undertake to deliver annually at Pachbadra, for the use of His Highness the Maharana, one thousand maunds of salt of good quality, free of all charges whatsoever.

The salt mentioned in this article shall be forthwith removed into the Meywar State, and shall not be re-exported therefrom.

ARTICLE 7.

If any considerable stocks of salt be proved to exist within the Meywar State when this Agreement comes into force, the Maharana will, if so required by the British Government, take possession of such stocks, and will give the owners thereof the option either of transferring the salt to the British Government at such equitable valuation as His Highness may fix in concurrence with the Political Agent, or of paying the said Agent such duty not exceeding two rupees eight annas per maund on such salt as the Governor-General in Council may fix. In the event of the owners aforesaid accepting the latter alternative, they shall be

allowed to retain the salt on which duty so provided may be paid, but not otherwise.

ARTICLE 8.

In the event of its being proved by experience that the arrangements made in accordance with this Agreement by His Highness the Maharana of Oodeypore for the safety of the British salt revenue are practically insufficient, or in the event of its being proved to the full satisfaction of the British Government, that the quantity of salt provided for the consumption and use of the people of the Meywar State in Article 6 is materially insufficient, this Agreement will be open to revision.

ARTICLE 9.

This Agreement is to come into force from a date to be fixed hereafter by the British Government.

SCHEDULE A.

List of Jagirdars and others entitled to compensation on account of the suppression of the salt-works in Meywar under Article 4 of the Agreement between the British Government and His Highness SUJJUN SINGH, *Maharana of Oodeypore.*

Names of Jagirdars, &c.	Oodeypore Rs.	a.	p.	Amount of compensation.	REMARKS.
				Rs.	
1. Chief of Juwass . .	80	0	0		
2. „ Para . .	80	0	0		
3. „ Madree . .	127	8	0		
4. „ Chanee . .	21	4	0		
5. „ Thanna . .	8	0	0		
6. „ Joorah . .	375	0	0		
7. „ Oghna . .	98	0	0		
8. „ Panurwa .	328	0	0		
Total .	1,117	12	0		
British currency .				900	
9. Jagirdar of Kalias				290	
10. Rawut of Asin				500	On account of Bhoj Sagur Bhateru, Gopal Sagur Dulapura, Thallan, Ameshar, Bursari, &c.
Carried over .				1,690	

List of Jagirdars and others entitled to compensation on account of the suppression of the salt-works in Meywar, &c.—continued.

Names of Jagirdars, &c.	Amount of compensation.	REMARKS.
	Rs.	
Brought forward .	1,690	
11. Village of Rugnathpura	150	
12. Thakur of Sardargarh	50	
13. " Badnor	175	On account of Karsada, Chandra, Jarura Khera, Ropura, Jabarka, Tonkurwar, &c.
14. Jagirdar of Dholi	175	
15. Rawut of Sagramgarh	120	On account of Sagramgarh, Kanpura, Gulabpura, etc.
16. " Batharra	15	
17. Charnus of Jeitpura	75	
18. Village of Nathji-ka-Khera . .	6	
19. Baba Surut Singh of Kerjoli .	2	
20. Rawut of Kotharia	2	On account of Jar.
21. Maharaj of Bhonas	1	
22. Rawut of Deogarh	1	On account of Leswa.
23. Jagirdar of Godas	2	
24. Charans of Khera	30	
25. Village of Kanwalias	1	
26. Baba Gaj Singh of Salera	2	
27. Jagirdar of Nadsa	1	
28. Rawut of Giangarh	5	
29. " Kanor	3	
30. Jagirdar of Lachora	1	
31. " Dowlutgarh . .	4	
32. " Motras	70	
33. Rawut of Bohera	2	On account of Banara.
34. Maharaj of Bhindur	5	On account of Par.
35. Rawut of Bemali	3	
Carried over .	2,591	

List of Jagirdars and others entitled to compensation on account of the suppression of the salt-works in Meywar, &c.—concluded.

Names of Jagirdars, &c.	Amount of compensation.	REMARKS.
	Rs.	
Brought forward .	2,591	
36. Raja of Kharera	4	
37. Rawut of Meja	3	
38. Jagirdar of Rampura . . .	20	
39. Raja of Banera.	10	On account of Kimdal, Kaloasi, Musi, Zorawarpura, &c.
40. Rao of Amet	1	On account of Nari.
41. Jagirdar of Lamba	5	
42. Babaji of Ghurla	6	
43. Thakur of Rupaheli	21	
44. Maharaj of Kheria	5	
45. Village of Pachuria-Khera . . .	2	
46. Jagirdar of Tilolia	1	
47. Village of Dopura	4	
48. Darbar on account of Crown lands .	210	
49 Jagirdar of Negra . . .	3	
50. Village of Baroba . . .	4	
51. „ Kaota	10	
TOTAL .	2,900	

No. XI.

KHARITA from HIS EXCELLENCY the VICEROY and GOVERNOR-GENERAL of INDIA to HIS HIGHNESS MAHARANA DHIRAJ SAJJAN SINGH, G.C.S.I., of OUDEYPORE, dated the 16th October 1883.

MY HONOURED AND VALUED FRIEND,

I have had under long and careful consideration the "Kharita" which Your Highness addressed on the 24th February 1882 to my Officiating Agent in Rajputana, with reference to the district of Meywar-Mairwarra. In the year 1881 a somewhat similar representation fron Your Highness received my full attention.

I then caused my Agent in Rajputana to communicate to Your Highness my opinion that the tenure on which the British Government administers the district of Meywar-Mairwarra was a matter involving questions of intricacy, and that a discussion about it did not appear to be expedient. At the same time I expressed my desire of removing, as far as possible, all difficulties connected with the adjustment of the accounts of the district. With this view I determined that the revenues of Meywar-Mairwarra should in future be accepted in full discharge of contributions due from the Oudeypore State towards the Meywar Bhil Corps, the Mairwarra Battalion, and the cost of the administration of the district itself. I further consented to forego a claim on Your Highness for arrears amounting to more than Rs. 76,000, on the understanding that in future the system of rendering accounts of the district to Your Highness should be discontinued as tending to give rise to unprofitable discussions about small matters.

Your Highness, while cordially recognising the liberal spirit in which this decision had been conceived, expressed an apprehension lest your rights of sovereignty over Meywar-Mairwarra should be impaired in the eyes of your subjects by a discontinuance of the former system of rendering accounts. Moreover, Your Highness anticipated, in veiw of a revision of the current revenue settlement of the district, that the new arrangements might not ultimately prove to be profitable to the Oudeypore State. Your Highness therefore suggested as an alternative plan that territorial exchanges should be arranged between Your Highness and the Maharaja Sindia in order to transfer to you certain outlying villages which are now possessed by the Gwalior Darbar, and in consideration for which Your Highness would be prepared to cede Meywar-Mairwarra to the British Government in full sovereignty.

My friend! It will always give the greatest gratification to the representative of Her Majesty the Queen-Empress in this country to meet to the utmost the wishes of a Chief so loyal and enlightened as Your Highness. But the careful enquiries which I have instituted have shown that the territorial exchanges indicated by Your Highness could not at the present time be conveniently carried out. I have therefore reluctantly been compelled to give up the idea.

It has, however, been suggested to me that the arrangements made in the year 1881 would be more agreeable to Your Highness if they were rendered more explicit by distinct assurance that they were not intended to prejudice or affect in any way Your Highness's rights of sovereignty over the Meywar-Mairwarra District. Such an assurance I now readily give, and I trust that it may remove from Your Highness's mind all uneasiness in this matter. The revision of the current settlement in the whole of Ajmere-Mairwarra has recently been under my consideration, and I am of opinion that in Meywar-Mairwarra no great enhancement of the revenue demand can be expected. But to provide against such a contingency, I am willing to undertake that, if the receipts from the district should at any time exceed Rs. 66,000 per annum, which sum represents the amount of the contributions payable by Your Highness on account of its administration and of the Meywar Bhil Corps and the Mairwarra Battalion, the surplus

proceeds shall be paid over to the Uudeypore State. The Resident in Meywar will also be instructed to annually inform Your Highness in a "Kharita" of the amount of the revenues of the Meywar-Mairwarra District during each year as it closes. I need not, however, explain to Your Highness that this statement will be furnished not in order to revive the system of rendering and examining accounts which has been found inconvenient in the past, but merely for Your Highness's perusal and information.

I feel assured that Your Highness will receive this statement of my views on an important and difficult matter in the cordial and loyal spirit which has always marked Your Highness's relations with the British Government.

I beg to express the high consideration which I entertain for Your Highness, and to subscribe myself,

Your Highness's sincere friend,

RIPON,

Viceroy and Governor-General of India.

SIMLA;
The 16th October 1883.

No. XII.

TRANSLATION of a KHARITA from HIS HIGHNESS the MAHARANA of OODEYPORE to HIS EXCELLENCY the VICEROY and GOVERNOR-GENERAL of INDIA, dated 13th November 1883.

After compliments.—I have received, in reply to the request which I addressed to Your Excellency with reference to the arrangement notified in 1881, affecting the district of Meywar-Mairwarra, Your Excellency's kind and friendly Kharita, dated the 16th October 1883, in which you assure me that the wish of the Darbar for the exchange of the district is not conveniently at the present time practicable; that the arrangement which has now been made is not intended to interfere with or affect the sovereign rights of the Darbar over the tract; that if at any time the revenue of the district shall exceed the sum of Rs. 66,000 yearly, which sum is payable by the Darbar on account of management charges, the Meywar Bhil Corps and the Mairwarra Battalion, the surplus will be paid to the Oodeypore State; and that the Resident in Meywar will be instructed to convey by Kharita at the end of each year intimation regarding the revenue of Meywar-Mairwarra; while with regard to myself, after alluding in courteous terms to my loyalty, you were good enough to say that you would always find much pleasure in being able to gratify my wishes.

2. Regarding Meywar-Mairwarra requests have for a considerable period been preferred, but it has been reserved for Your Excellency's administration to take the matter into consideration, and to devise an arrangement favourable to me so far as present circumstances permit. I have from the first felt assured of your kind and liberal feelings, and this reliance has been further strengthened by the conveyance of the kind intimation that, in the future, the Representative of Her

Majesty the Queen-Empress in this country will, in the matter of the achievement of my wishes, evince the utmost consideration. For which assurance I have the pleasure to tender Your Excellency my thanks.

No. XIII.

AGREEMENT supplementary to the TREATY of 1869 regarding EXTRADITION,—1887.

Whereas a treaty relating to the extradition of offenders was concluded on the 22nd January 1869 between the British Government and the Oodeypore State: And whereas the procedure prescribed by the treaty for the extradition of offenders from British India to the Oodeypore State has been found by experience to be less simple and effective than the procedure prescribed by the law as to the extradition of offenders in force in British India: It is hereby agreed between the British Government and the Oodeypore State that the provisions of the treaty prescribing a procedure for the extradition of offenders shall no longer apply to cases of extradition from British India to the Oodeypore State, but that the procedure prescribed by the law as to the extradition of offenders for the time being in force in British India shall be followed in every such case.

Signed at Oodeypore on the nineteenth day of July A. D. one thousand eight hundred and eighty-seven.

S. B. MILES, *Lieut.-Col.*,
Offg. Resident, Meywar.

Maharana of Oodeypore.

DUFFERIN,
Viceroy and Govr.-Genl. of India.

This Agreement was approved and confirmed by His Excellency the Viceroy and Governor-General of India at Fort William on the twenty-eighth day of March A.D. one thousand eight hundred and eighty-eight.

H. M. DURAND,
Secy. to Govt. of India.

No. XIV.

AGREEMENT between the BOMBAY, BARODA and CENTRAL INDIA RAILWAY and the UDAIPUR-CHITOR RAILWAY,—1901.

BERRACH SIGNAL STATION and CHITORGARH STATION of the BOMBAY, BARODA and CENTRAL INDIA RAILWAY COMPANY.

MEMORANDUM of AGREEMENT between the BOMBAY, BARODA and CENTRAL INDIA RAILWAY COMPANY as workers of the RAJPUTANA-MALWA RAILWAY, (hereinafter called the Bombay, Baroda and Central India Railway) and the UDAI

PUR-CHITOR RAILWAY (hereinafter called the Udaipur-Chitor Railway) for providing running powers between Beerach Signal Station and Chitorgarh Station and for the interchange of Coaching and Goods Traffic at Chitorgarh and for the working of the Chitorgarh Station

CLAUSE I.

(*a*) This Agreement shall have effect from the 1st January 1898, the date on which the working of the Udaipur-Chitor Railway was relinquished by the Bombay, Baroda and Central India Railway Company, and shall be subject to revision from time to time, but shall remain in force until the expiration of six months' notice from either Railway, except as regards any clause in respect of which a different term of notice is specially fixed. But such notice shall expire only on either the 30th June or the 31st December in any year.

(*b*) If either Railway desire at any time to recede from this Agreement in view to a revision of the terms, it is understood that a revised Agreement shall be concluded within the period of notice.

(*c*) In order that this notice of termination of Agreement be valid, it must, in addition to being given in accordance with clause I, section (*a*), be accompanied by a revised draft Agreement covering the modifications proposed, together with a statement giving the grounds for demanding the revision.

CLAUSE II.

The trains of the Udaipur-Chitor Railway shall be worked by their own engines and train staff over that portion of the line which belongs to the Bombay, Baroda and Central India Railway between Beerach Signal Station and the inter-locked facing points at Chitorgarh on payment of a toll of 2½ annas per loaded vehicle (Coaching and Goods) *boná fide* empties being exempted from tolls.*

CLAUSE III.

(*a*) The list of joint works showing which Railway shall bear the initial cost of construction and which Railway is responsible for their maintenance is given in Appendix A to this Agreement.

(*b*) The buildings, works, etc., at Beerach Signal Station shall be provided and controlled by the Bombay, Baroda and Central India Railway, and the Udaipur-Chitor Railway shall pay for the same.

(*c*) The Udaipur-Chitor Railway shall have a separate station at Chitorgarh. The cost of which shall be paid by that Railway.

*The settlement of accounts between the B., B. and C. I. and U.-C. Railways on account of the Joint station expenses at Chitorgarh as well as for the use of the line between Beerach Signal Station and Chitorgarh from 1st January to 15th August 1898, has been made on the basis of crediting 80 per cent. of the earnings over the link to the R. M. Railway and 20 per cent. to the U.-C. Railway, as proposed in the Manager, U.-C. Railway's letter No. F. 938, dated 20th June 1898, and sanctioned in the Agent, B., B and C. I. Railway's No. T. 13394, dated 10th November 1898.

CLAUSE IV.

(*a*) The trains of the Udaipur-Chitor Railway shall work into and out of Chitorgarh in accordance with rules which shall, from time to time, be agreed upon between the General Traffic Manager of the Bombay, Baroda and Central India and the Manager, Udaipur-Chitor Railways.

(*b*) All trains of the Udaipur-Chitor Railway travelling over the Bombay, Baroda and Central India Railway, shall run in accordance with rules in force on the Bombay, Baroda and Central India Railway for the passage of trains, and shall be generally controlled, when running over the Bombay, Baroda and Central India Railway line, by the staff of the Bombay, Baroda and Central India Railway, to whom when on the Bombay, Baroda and Central India Railway the train staff of the Udaipur-Chitor Railway staff shall be subordinate.

(*c*) In all respects the servants of the Udaipur-Chitor Railway working these trains shall be subject to all the rules and regulations of the Bombay, Baroda and Central India Railway in force for the time being.

CLAUSE V.

I. If on account of any fault of the Udaipur-Chitor Railway staff or defect in the stock any damage occurs to the Bombay, Baroda and Central India Railway lines or works within the limits of Chitorgarh and Beerach Signal Stations or on the line between Beerach Signal Station and Chitorgarh the Udaipur-Chitor Railway shall be responsible for the cost of making good the damage and for any compensation due to the public on account of such accident. Similarly any damage occurring to the Udaipur-Chitor Railway stock through any fault of the Bombay, Baroda and Central India Railway line or staff, the Bombay, Baroda and Central India Railway shall be responsible for making such damage good and for any compensation due to the public on account of such an accident.

II. But all damages or accidents which may be caused by the Beerach Signal Station staff to the public, or to the stock of the two Railways, or to the traffic, whether goods or otherwise, and whether through or local, within the limits of the Beerach Signal Station and all damages or losses, or claims, which either of the Railways may sustain, or be put to, in consequence of the acts of the junction station staff, whether arising from carelessness or otherwise, within the limits of the junction station, shall be considered a joint charge, *i.e.*, the two Railways shall share equally.

III. The responsibility for accidents caused by the staff in giving line clear and in working the interlocked points and signals at Chitorgarh where the line to Udaipur-Chitor Railway station leaves the Bombay, Baroda and Central India Railway Company's line shall in a similar manner be regarded as joint responsibility to be borne equally by the two Railways.

IV. In the event of a difference of opinion in determining the cause of accident and assigning the responsibility to one of the two Railways, the matter shall be referred to arbitration in the manner provided in clause XXVI of this Agreement.

V. Notice of all accidents, damages, losses, etc., connected with joint working, which may occur between the limits of the portion of the Bombay, Baroda and Central India Railway dealt with in this Agreement, shall be sent in accordance with the rules in force for reporting accidents on the Bombay, Baroda and Central India Railway, from time to time, to the officers of the two Railways, immediately such accidents, losses, etc., occur.

CLAUSE VI.

The staff at Beerach Signal Station shall be appointed and controlled by the Bombay, Baroda and Central India Railway and paid for by the Udaipur-Chitor Railway.

The staff of the Udaipur-Chitor Railway at their Chitorgarh station shall be appointed and controlled by that Railway.

The Bombay, Baroda and Central India Railway shall bear the cost of the staff at its own station at Chitorgarh and shall perform free of charge to the Udaipur-Chitor Railway any operations which may be necessary in connection with the line clear working of the trains of that Railway between Beerach Signal Station and Chitorgarh and with the manipulation of points and signals required for the reception and despatch of those trains.

CLAUSE VII.

All junction returns submitted by the Station Masters not referring strictly to one Railway only shall be signed by both Station Masters.

CLAUSE VIII.

The interchange of traffic shall take place at Chitorgarh. The Udaipur-Chitor Railway proportion of through fares and freight to include the distance from Beerach Signal Station to Chitorgarh.

CLAUSE IX.

Coaching and Goods traffic of every kind with the exceptions given below, and also with such special restrictions as may be, from time to time, agreed to by the Manager, Udaipur-Chitor Railway, and the General Traffic Manager, Bombay, Baroda and Central India Railway, shall be freely interchanged between the Bombay, Baroda and Central Iudia Railway and connected Railways and Udaipur-Chitor Railway, subject to the following conditions:—

(*a*) The minimum weight of goods for charge shall be half a maund.

(*b*) The minimum charge for goods shall be eight annas in through booking divisible in mileage proportion.

Exceptions :—

(*a*) Packages weighing more than 10 tons, or exceeding 24 feet long by 7 feet 4 inches broad by 6 feet 11 inches high, outside measurements shall not be booked through except by special arrangement.

(*b*) But the restriction as to length shall not include girders, long timber, etc., which can be carried on bolster trucks.

CLAUSE X.

(*a*) Through traffic shall be understood in all cases to mean Goods and Coaching traffic which may be booked or invoiced, in accordance with the terms of this Agreement, through from any one station on one of the two contracting lines or any line beyond to any station on the other or any line beyond.

(*b*) Traffic booked or invoiced by either of the two Railways to or from Chitorgarh is not to be considered as through but as local traffic.

CLAUSE XI.

Each Railway shall furnish the other with tables of the rates to be charged from the junction of inter-change to all its stations. These rates shall, unless special reduction is agreed to, be the same as the local rates, and shall include terminals, cartage charges, etc. No terminals shall be levied by either Railway for the junction of inter-change.

CLAUSE XII.

No alteration of rates, classification, rules or conditions applying to through traffic shall be made by either Railway without the notice required by Regulation 32 of the Railway Conference of 1893.

CLAUSE XIII.

The through rates, fares, and charges with the exception of the special rates alluded to in the foregoing paragraph, shall be the sum of the two local rates to the junction of inter-change as furnished in accordance with the preceding clause.

CLAUSE XIV.

(*a*) If at any time either line should find itself unable, either from want of vehicle stock or engine power or from any other cause, to receive and forward all the traffic tendered or likely to be tendered by the other line, it shall be competent for the receiving line to give notice (of not less than 7 days) to the said other line of the maximum quantity it will be prepared to receive and forward, and of the period during which the restriction will be necessary, and during such period the said Railway shall not be bound to receive more than the quantity so specified.

(*b*) This is, however, not intended to prevent special arrangements being made in case of any accidental interruption rendering the passage of traffic impossible.

CLAUSE XV.

All claims in connection with through traffic, except as provided in Clause V of this Agreement, shall be settled in accordance with Regulation No. 35 of the Railway Conference Regulations of 1893. In the case of joint claims the consent of both Railways must be obtained before settlement by either.

CLAUSE XVI.

Through traffic to and from either Railway shall have no preference in any respect over traffic tendered for despatch locally.

CLAUSE XVII.

(*a*) Each Railway shall be responsible for collecting and paying over to the other all the charges which may be payable upon through traffic.

(*b*) The receiving Railway shall check the invoices and be responsible for collecting any amounts that may be undercharged, whether booked "paid" or "to pay", with the following exceptions, which must be collected in full by the sending Railway, namely :—

1st—Charges on live stock of every description.

2nd—Charges on all articles, goods or parcels which, according to the rules of the forwarding Railway are required to be pre-paid.

3rd—Charges on Commissariat, Ordnance, Medical or other Government stores which are booked on Credit Note or which may be pre-paid.

4th—Passenger fares, charges on passengers' luggage, specie and palanquins and on carriages and charges for insurance.

5th—Charges on all articles booked and carried with owners.

6th—All errors under 1 Rupee in freight, paid by Credit Notes other than those referred to in exception (3rd), and all under charges in freight paid by ledger account.

(*c*) The receiving Railway shall not reduce the charges mentioned in the invoice or through way bill, without the consent of the forwarding Railway, except in the case of overcharges the evident result of errors in classification or computation of freight.

CLAUSE XVIII.

Telegrams on the joint business of the two Railways shall be interchanged free.

CLAUSE XIX.

The Audit Office of the Bombay, Baroda and Central India Railway, which audits the station accounts of the Udaipur-Chitor Railway, shall prepare the usual weekly division sheets, each Railway to have in division its own rates and charges as quoted for through traffic in accordance with Clause XIII, except in the case of minimum and other charges common to both lines which shall be divided by mileage. All inward through traffic shall be accounted for within six weeks from the date the invoices pass Chitorgarh junction

A monthly settlement of accounts based on division sheets of through traffic transactions and bills as rendered shall be made by the debtor Railway by payment in cash.

* NOTE.—As agreed to by the Manager, Udaipur-Chitorgarh Railway, the audit of station accounts shall be arranged by the Chief Auditor, B., B. and C. I. Railway, the Udaipur-Chitorgarh Railway paying to the B., B. and C. I. Railway for such audit a lump sum of Rs. 10,400 per annum in quarterly instalments of Rs. 2,600 subject to revision after every three years if necessary.

CLAUSE XX.

The week shall in all cases end at 12 o'clock on Saturday night. When the 30th June and 31st December do not fall on a Saturday, two returns shall be rendered—one for the period commencing from the first day of last week to the end of the month, and another from the first day of the next month up to and including the 2nd Saturday of that month.

CLAUSE XXI.

The day shall in all cases be reckoned as 24 hours commencing at 12 o'clock at night, part of a day to be reckoned as a day. Madras time shall be adopted in all cases; Sundays, Christmas Day and Good Friday shall be treated as ordinary working days.

CLAUSE XXII.

For the shunting and marshalling of its own trains and vehicles within its own station limits at Chitorgarh, each Railway shall provide its own engine power and drivers, subject to the control of the Station staff, unless otherwise arranged.

CLAUSE XXIII.

(*a*) Each Railway shall supply the lamps and other running stores necessary for its own trains, as well as the tickets, way bills, stationery and other station forms necessary for its own particular purposes as also the menial staff for its own running rooms.

The cost of forms and stationery and consumable stores supplied for joint use shall be borne by the two Railways in equal proportions.

* As amended by Corrigendum, dated 1st June 1926.

(*b*) Each Railway shall provide at its own cost the staff, oil and other stores for examining, cleaning, lubricating and lighting its own or foreign vehicles within its own station limits at Chitorgarh, whether attached to its own trains or standing at the station.

(*c*) Terms for hire of engines and vehicles and for shunting power on special occasions shall be settled from time to time by the two managements.

Clause XXIV.

(*a*) The rules for the interchange of traffic and rolling stock between Railways, as adopted at the Railway Conference of 1893, shall be adhered to, subject to any modifications which may be agreed to at any subsequent Conference, or which may be adopted on a reference through the Government of India in accordance with the rules of procedure or by mutual consent.

(*b*) All Bombay, Baroda and Central India Railway metre-gauge vehicles worked through to the Udaipur-Chitor Railway must be returned at the junction in exactly the same position as regards front and rear as when handed over to that line.

(*c*) Only such rolling stock as shall be approved by the authorities of either Railway shall be received over at the junction; and it shall be in the power of the authorities of each line to refuse to receive any rolling stock which may, for any reason, be considered unfit to run on the receiving Railway.

(*d*) The cost of transhipment of goods from the vehicles of one line into vehicles of the other line at the junction, which is rendered necessary by the unsuitability of the rolling stock of either line for exchange, shall be paid by the Railway owning the unsuitable stock.

(*e*) Open trucks containing damageable goods shall not be sent from one Railway to the other, without such notice as will admit of efficient arrangements being made for sheeting, if necessary.

Clause XXV.

Upon the termination of this Agreement, and in the event of works provided under it being no longer required by either of the two Railways, the amount of compensation to be paid by each Railway for Capital and other expenditure in the provision of joint works shall be determined by mutual agreement or if necessary, by arbitration as provided for in Clause XXVI.

Clause XXVI.

All questions which may arise in carrying out these arrangements upon which the Traffic Managers of the two Railways cannot agree shall be referred to the Agent of the Bombay, Baroda and Central India Railway and the Secretary to the Agent to the Governor-General for Rajputana in the Public Works Department; and in case of any difference of opinion between the two Railways as to the construction of any part of this Agreement, or as to its application to any

particular case, it shall be open to either Railway to call for an arbitration to be conducted in the ordinary way.

CLAUSE XXVII.

This Agreement is subject to confirmation by the Board of Directors of the Bombay, Baroda and Central India Railway and the Udaipur Darbar and the Government of India.

H. D. OLIVIER, *Lieut.-Col., R.E.,*
Agent, Bombay, Baroda and Central India Railway.

KOTHARI BULWANT SINGH,
Minister, Udaipur State.

Dated 17th October 1901.

APPENDIX A.

List of Joint Works showing the Railway which shall bear the initial cost and which shall be responsible for their maintenance.

Name of work.	Cost of construction charged to	Maintained by	REMARKS.
(1) Overbridge at Chitorgarh.	½ U.-C. Railway ½ R.-M. "	R.-M. Railway .	No charge shall be made by either Ry. to the other for interest on capital cost of works or for maintenance.
(2) Signals and Interlocking arrangements at Chitorgarh.	R.-M. Railway .	Do. except U.-C. Ry. connecting wires and levers on U.-C. Ry. platform.	
(3) North Distant Signal at Chitorgarh.	U.-C. Railway .	R.-M. Railway .	
(4) Tranship Platform at Chitorgarh.	Ditto .	U.-C. Railway .	
(5) Fencing between R.-M. Railway and U.-C. Railway stations at Chitorgarh.	Ditto .	Ditto .	
(6) Cross-over between the R.-M. Railway and U.-C. Railway stations at Chitorgarh.	Ditto .	Each Railway its own end.	
(7) Works at Beerach Signal Station.	Ditto .	R.-M. Railway .	Interest at 2½ per cent. per annum to be charged to the U.-C. Railway.

II.—THE JAIPUR RESIDENCY.

The headquarters of the Resident, Jaipur, are at Jaipur.

(1) JAIPUR.

The present State of Jaipur was, it is believed, founded by Dulha Rai about A.D. 1128. The family belong to the Kachwaha tribe of Rajputs and claim descent from Rama, King of Ajodhya, between whom and Dulha Rai one hundred and four generations are said to have intervened. At the time of the foundation of the Jaipur State Rajputana was divided among petty Rajput and Mina Chiefs, all owing allegiance to the Hindu Kings who then ruled in Delhi.

Jaipur for many years occupied a position of prominence among the States of Rajputana but after the establishment of the Muhammadan Empire was soon compelled to come to terms with the invader. Raja Bhagwan Das allied himself by marriage with the Muhammadan Emperors of Delhi: and the Jaipur family furnished the Emperors with some of their most distinguished military leaders. At a later period the Rulers of Jaipur united with Udaipur and Jodhpur to resist the Muhammadan power. To regain the privilege of marriage with the Udaipur family, which the Jaipur Rulers had forfeited by matrimonial alliances with the Emperors, they agreed, on the occasion of such marriages, that a son by an Udaipur princess should have the right to succeed to the State in preference to elder sons by other wives. This attempt to set aside the rights of elder sons brought great disasters both on Jaipur and Udaipur.

The Mahratta supremacy over the Rajput States had succeeded that of the Muhammadans when the political relations of the British Government with Jaipur began in 1803. Jagat Singh was then Maharaja of Jaipur. In pursuance of the general policy of the British Government at the commencement of the Mahratta war, to exclude the Mahrattas from Northern India by uniting the Rajput Princes in subsidiary alliances with the British Government, a Treaty (No. I) was concluded in 1803 with Jagat Singh. He, however, fulfilled his obligations very imperfectly: and Lord Cornwallis, who had resolved to abandon the system of subsidiary alliances, declared the connection with Jaipur to be dissolved and withdrew the protection of the British Government from the State. But, before this resolution had been communicated, the Maharaja had retrieved his credit by heartily co-operating against Holkar with Lord Lake, who had thereupon assured him of continued support. The policy of Lord Cornwallis, however, was followed by Sir George Barlow, who, notwithstanding the remonstrance of Lord Lake based on

grounds both of general policy and good faith, dissolved the alliance with Jaipur.

The expediency of the dissolution of this alliance was considered very questionable by the Home Government, who in 1813 directed that Jaipur should again be taken under protection if an opportunity afforded. But owing to the outbreak of the war with Nepal, it was considered better to postpone any such measure until it could be adopted as part of the general scheme for the suppression of the Pindaris. In 1817, when negotiations were opened, it was found that the cancellation of the previous treaty had rendered the Jaipur State reluctant to enter into a fresh alliance. In the following year (1818) owing to the manifest need for protection and the growing danger of isolation, as the British power expanded, Maharaja Jagat Singh decided to accept a Treaty (No. II) by which the protection of the British Government was extended to Jaipur. On his part he agreed to furnish troops at the requisition of the British Government, and to pay an annual tribute of eight lakhs of rupees until the revenue should exceed forty lakhs, after which five-sixteenths of the excess were to be paid in addition to the eight lakhs. The first duty urged on the Maharaja after the conclusion of the treaty was the resumption of the lands usurped by the nobles, and the reduction of the nobles to their proper relation of subordination to the Maharaja. Through the mediation of Sir David Ochterlony Agreements (No. III) were entered into in 1819 similar to those made at Udaipur. The usurped lands were restored to the Maharaja and the nobles were guaranteed in their legitimate rights and possessions.

Jagat Singh died in 1818. He left no sons, and an attempt was made to put Mohan Singh, a distant relative, in power; but in April 1819 one of the Maharanis bore a posthumous son, Jai Singh, who was recognised as heir both by the Jaipur nobles and the British Government. His mother, who was known as the Bhatianiji Maji, became Regent. Till her death in 1833 Jaipur was a scene of corruption and misgovernment: and the British Government found it necessary to appoint an officer to reside at Jaipur, and to authorise him to take steps to improve the internal administration of the State.

The young Maharaja Jai Singh III died in 1835, leaving an infant son, Ram Singh. It was supposed that the Maharaja had been poisoned by one Jota Ram, who, in the time of the late Maharani, had acquired great power in the State and supplanted in the office of minister Rawal Bairisal, the nominee of the British Government. On the death of Jai Singh III the Agent to the Governor-General proceeded to Jaipur to make enquiries, reform the administration and assume the guardianship of the infant heir. The strong measures which he adopted led to the formation of a conspiracy by Jota Ram. The Agent's life was attempt-

ed and his Assistant was murdered. The murderers were seized and executed by order of Rawal Bairisal, whom the Agent had appointed minister; and Jota Ram and his fellow conspirators were imprisoned for life in the fort of Chunar.

Large arrears of tribute had accumulated during the long course of misgovernment in Jaipur, and the resources of the State were nearly ruined. In 1834 it again became necessary for the British Government to interfere in the internal administration, in which till then the Chandrawatji Maji, mother of the minor Maharaja Ram Singh, had been *de facto* Regent. A Council of Regency, consisting of five of the principal nobles, was formed under the superintendence of the Political Agent, for whose decision all measures of importance were submitted; the army was reduced; every branch of the administration was reformed; and sati, slavery, and infanticide were prohibited. The tribute was found to be far in excess of a fair proportion of the revenue; and in 1842 a remission was made of forty-six lakhs of arrears, and the annual tribute was reduced to four lakhs.

Maharaja Ram Singh did good service during the mutiny, for which he received a grant of the pargana of Kot Kasim under a promise to respect the revenue settlements made while the pargana was under British management.

In 1862 the Ruler of Jaipur received a Sanad of Adoption (*see* Part I, No. VIII): and in 1867 was granted a permanent salute of 17 guns.

In February 1868 the Maharaja agreed (No. IV) to cede free of cost land required for railway purposes; to defray all necessary compensation for loss accruing to owners of land, houses, &c., in the land ceded; to make over full jurisdiction in the land ceded, short of sovereign rights, absolutely to the British Government; and to surrender all transit and other duties on goods passing through, goods breaking bulk or conveyed to or from the railway being charged either at the prevailing rates or at a tariff to be fixed thereafter.

In July 1868 a Treaty (No. V) was concluded with the Jaipur State providing for the mutual extradition of persons charged with certain specified heinous offences.

In 1869 a Treaty (No. VI) was concluded, by which the Maharaja leased for Rs. 2,75,000 a year the Jaipur share of the joint jurisdiction possessed by Jaipur and Jodhpur over the salt manufactured at Sambhar. The Darbar undertook not to levy any duty of any kind on British salt, and were entitled to receive from the British Government 172,000 maunds of salt annually at the rate of nine annas per maund, a royalty at the rate of 20 per cent. on the price per maund of any salt sold or exported in a year by the British Government in excess of

825,000 maunds, and 7,000 maunds of good salt a year, free of all charges, for the use of the Darbar. In accordance with this treaty the Sambhar Lake Court, which, for certain purposes, is subordinate to the Court of the District Magistrate, Ajmer, was established in 1870.

In 1871 a Treaty (No. VII) was concluded, supplementary to the Treaty of 1818 (No. II). By this Treaty the reduction of the annual tribute from eight to four lakhs, which had actually taken place in 1842, was formally recognised: and Article 6 of the Treaty of 1818, empowering the British Government to demand an additional tribute whenever the revenues of the State should exceed forty lakhs of rupees, was cancelled. In return for these concessions, the Maharaja undertook, on the part of himself and his successors, to spend annually a reasonable sum on irrigation and other works of public utility within the State.

In 1879 an Agreement (No. VIII) was concluded, providing for the suppression of the manufacture of salt in Jaipur territory; for the abolition of all dues of any kind on salt, sugar or other saccharine produce, with the exception of octroi, choongi, &c., levied on imports into towns with a population exceeding 5,000; and for the prevention of the import or export of any but British duty-paid salt. The Darbar exchanged their right to 172,000 maunds of salt a year, at nine annas a maund, for an annual payment from the British Government of Rs. 4,00,000. They also granted to the British Government the management of the Kuchor Rawasa Sar, Articles 3, 5, 6, 10, 14, 15, and 16 of the Treaty of 1869 (No. VI) being extended to the tract in question, in return for which the British Government undertook to pay annually, through the Maharaja, Rs. 8,000 to the Rao of Khandela and Rs. 3,000 to the Thakur of Kuchor. As compensation for the loss suffered by them through the abolition of salt works in the State, the British Government agreed to pay certain landholders, through the Maharaja, Rs. 2,309-1-7 a year.

Maharaja Ram Singh died in 1880 without male issue, and was succeeded by a relative named Kaim Singh, of the Isarda division of the Jhalai branch of the family, who was nominated as his successor by the Maharaja on his death-bed. The Government of India confirmed the selection, and Kaim Singh succeeded under the name of Madho Singh II. During his minority the State was administered by a Council of which the British Resident and the Maharaja were joint Presidents. Maharaja Madho Singh was invested with full powers in 1882.

In 1882 the Darbar remitted all transit duties on the roads leading to and from the railway stations in Jaipur territory: and in 1884 the Maharaja abolished all transit duties throughout the Jaipur territory, with the exception of the duty upon opium and intoxicating drugs.

In 1887 an Agreement (No. IX) was concluded, in modification of the Extradition Treaty of July 1868 (No. V). This agreement provided that, in cases of extradition of offenders from British India to Jaipur, the procedure followed should be that for the time being in force in British India.

Between 1889 and 1891 the Maharaja raised a transport train for Imperial Service purposes. It was employed on the Chitral expedition in 1895; was increased in 1896, and in 1897 took part in the Tirah expedition.

In 1899 the Government of India entered into an Agreement (No. X) with the Maharaja for the effective control and discipline of the Imperial Service troops maintained by the State when serving beyond its frontier.

In 1904 the Maharaja ceded (No. XI) full and exclusive power and jurisdiction of every kind over the lands in his State which were, or might thereafter be, occupied by the Rewari-Phulera Chord Railway. In the same year the Darbar agreed to surrender land free of charge for the construction and working of the Nagda-Muttra Railway.

In 1906 the Darbar concluded an Agreement (No. XII) with the Bombay, Baroda and Central India Railway for the working of the Jaipur State Railway between Sanganer and Sawai Madhopur.

On the outbreak of the Great War the Maharaja placed the entire resources of his State at the disposal of the British Government, and a portion of the Jaipur State Transport Corps served in the War.

In 1918 the Agreement concluded in 1906 between the Jaipur Darbar and the Bombay, Baroda and Central India Railway was superseded by a fresh Agreement (No. XIII). This provides for the working by the Bombay, Baroda and Central India Railway of the State Railways from Sanganer to Sawai Madhopur, from Jaipur to Reengus and of such extensions on the metre gauge as the Darbar and the Company might agree to include in the revised Agreement. Clauses 1 (*b*), 7 (*a*), 12, 13 and 19 (*ii*) of this Agreement were amended* in 1920 owing to the adoption in that year of annual instead of half-yearly Capital and Revenue Accounts.

In 1921 the Ruler of Jaipur was granted a permanent local salute of 19 guns within his own territories.

Madho Singh died on the 7th September 1922, without male issue, and was succeeded by his adopted son Mor Mukat Singh, the second son of Thakur Sawai Singh of Isarda, who was born on the 21st August 1911 and took the family name of Man Singh on adoption by the Maharaja. During his minority the State is administered, under the general

* Amended clauses are shown below the original clauses in the Agreement.

supervision of the Resident at Jaipur, by a Council presided over by a Political Officer whose services have been lent to the Darbar by the British Government.

In 1924 the State enacted laws and regulations to give effect to the provisions of the International Opium Convention of 1912.

In 1924 the Jaipur Darbar were granted a hereditary jagir yielding an annual revenue of Rs. 5,047, formed from lands in the Gurgaon district adjoining the Kot Kasim pargana of Jaipur, as compensation for lands acquired by the Government of India for the building of New Delhi, on the understanding that the Darbar will not be entitled to exercise any proprietary, jurisdictional or other rights and will participate in the profits or share the loss, should there be any increase or decrease in the revenue of the jagir villages.

Extradition arrangements have been effected between Jaipur and other States, both in and outside Rajputana. A list of these is given in Appendix I.

The area of the State is 16,682 square miles, and the population, according to the Census of 1921, 2,338,802. A large portion of the revenues of the State is alienated in jagirs and religious grants; but the available average annual receipts are Rs. 1,30,00,000.

Under the reorganisation scheme of January 1921, the authorised strength of the Jaipur State Forces consists (December 1929) of:—

Jaipur Lancers	538
Jaipur Infantry	617
Jaipur Pony Transport Corps	581

The following other State forces are maintained:—

Artillery	206
Cavalry	200
Infantry	537
Armed Police	400

The State possesses 972 serviceable and 1 unserviceable guns.

With effect from the 1st January 1922 the designation "Imperial Service Troops" was changed to "Indian State Forces".

The right of succession to the *gaddi* of Jaipur, in the event of the failure of direct heirs, is supposed to be vested in the Rajawats or descendants of the main stock of Prithi Raj, one of the former Rulers, as distinct from the descendants of the other sons of Prithi Raj. Of these sons there were 12, to each of whom Prithi Raj gave estates known as the Bara (twelve) Kotris. The present number of Kotris is,

however, more than 12, some having been obtained by descendants of earlier Rulers, while some of the Kotris created by Prithi Raj are now extinct.

A list of the Kotris is given in the sub-joined table:—

No.	Kotris.	Name of Fiefs.	Yearly revenue of principal Fief.	Sub-Fiefs in family.	Total revenue held by family.	REMARKS.
			Rs.		Rs.	
1	Puranmalot	Nimera	10,000	1	10,000	The twelve Kotris formed by Prithi Raj.
2	Bhimpota	*Extinct*	...	..	...	
3	Nathawat	Chomu	70,000	10	2,20 000	
4	Pachainot	Sambra	17,700	3	24,700	
5	Sultanot	Surat	22,000	...	...	
6	Kangarot	Diggi	50,000	22	6,00,000	
7	Rajawat	Chandlai	20,000	16	1,98,137	
8	Partabji	*Extinct*	...	..	...	
9	Balbhadarot	Achrol	28,850	2	1,30,000	
10	Sheodasji	*Extinct*	...	...	...	
11	Kalianot	Kalwar	25,000	19	2,45,000	
12	Chaturbhujot	Bhajwan	40,000	6	1,00,000	
	Gugawat	Duni	70,000	18	1,67,900	Kotris held by descendants of other Rulers.
	Khumbani	Bhanskan	21,000	2	28,767	
	Khambawat	Mahar	27,538	6	40,738	
	Sheobaranpota	Nindhir	10,000	3	49,500	
	Banbirpota	Balkoh	19,000	3	26,575	
	Naruka	Uniara	2,00,000	6	3,00,000	
	Bhankawat	Lohwan	15,000	4	34,600	

KOTPUTLI (KHETRI).

Subordinate to the Maharaja of Jaipur are several petty Chiefs of Sheikhawati, one of whom, the Raja of Khetri, holds the pargana of Kotputli (which is in the Torawati Nizamat) as a fief of the British Government. Kotputli was granted by Lord Lake in 1803 to Raja Abhai Singh of Khetri and his descendants in *istimrar* tenure, subject to an annual payment of Rs. 20,001 (No. XIV). In 1806 the pargana was made over absolutely to the Raja of Khetri as a free gift in perpetuity (No. XV). The conditions of the grant were the immediate payment of Rs. 40,000; the promise of allegiance to the British Government; the preservation of good government; and the promotion of the welfare of the inhabitants.

In order to put an end to the continued disorders in Khetri consequent on the contumacy and misconduct of the Rani, mother of the then Raja, Jaipur troops entered Khetri in March 1857, and arrangements were made for the administration of the country through officials appointed by the Jaipur State. On the subsequent expulsion of these officials by the Rani, the Jaipur troops attacked and took the fort of Kotputli. The Jaipur State was thereupon required by the British Government to withdraw its troops from Kotputli, and to restore that territory to the Raja of Khetri.

On the death of Raja Fateh Singh in 1870, the adoption of Ajit Singh was recognised by the British Government in so far as it affected the succession to the pargana of Kotputli.

At the request of the Raja a special survey and revenue settlement of Kotputli was made in 1889 by a British officer. On the expiry of this settlement a new one was made by the Darbar, with the concurrence of the Resident, and completed in August 1905. Raja Ajit Singh, upon whom the title of "Bahadur" was conferred by the Maharaja of Jaipur as an hereditary distinction, died in 1901, and was succeeded by his son Jai Singh, during whose minority the Estate was under the management of the Jaipur Darbar.

Jai Singh died in 1910 and was succeeded by his nearest male relative Amar Singh, son of Thakur Jaswant Singh of Alsisar. Raja Amar Singh was given full powers in 1918, but was deprived of them in 1923, when the Estate was placed under the management of the Jaipur Darbar.

Amar Singh died on the 6th May 1927 and was succeeded by his son the present Raja Sardar Singh, born on the 16th March 1920. During his minority the Estate is administered by a Superintendent under the general supervision of the Jaipur Darbar.

The approximate area of Kotputli is 235 square miles; the population, according to the Census of 1921, 44,981; and the revenue Rs. 1,71,606.

The military forces of the Estate consist (1929) of 64 Cavalry, 232 Infantry and 28 Artillery, with 8 serviceable and 20 unserviceable guns.

The Estate was liable to the Nazarana rules until 1911 when, on the occasion of the Coronation Darbar, all such levies were abolished.

(2) Kishengarh.

The Kishengarh family is an offshoot from Jodhpur. The founder of the State, Kishen Singh, second son of Maharaja Udai Singh of Jodhpur, conquered the tract of country which now comprises Kishengarh and became its Ruler under the sign manual of Akbar in 1594. In 1818 a Treaty of perpetual friendship and alliance and unity of interest (No. XVI) was concluded with Maharaja Kalian Singh, containing the usual conditions of protection on the part of the British Government, and subordinate co-operation and abstinence from political correspondence on the part of the Ruler. Maharaja Kalian Singh became involved in trouble with his nobles. The principal causes of quarrel were his desire to crush the Raja of Fatehgarh, who had set up claims to independence but had been declared by the British Government to be a feudatory of Kishengarh, and an attempt to commute the personal services of his feudatories for a money payment. The Maharaja fled to Delhi, where he busied himself in buying honorary privileges from the King;

meanwhile the disputes at Kishengarh grew more serious, the insurgents seeking aid from Kotah and the Maharaja from Bundi. In these disputes the British frontier was more than once violated by both parties. The disputants were therefore called on to desist from hostilities and to refer their quarrel to the mediation of Government: and the Maharaja was warned that, if he did not at once return to Kishengarh and interest himself in the affairs of his State, the Treaty with him would be abrogated, and engagements would be formed with the insurgent Thakurs. In consequence of this threat Kalian Singh returned to Kishengarh; but, finding himself quite incapable of managing the State, he offered to farming himself quite incapable of managing the State, he offered to farm it to the British Government and retire to Delhi. Government refused to accept the lease of Kishengarh, but made no objection to Kalian Singh's retirement to Delhi, and the formation of a regency during his absence. Mediation between the Ruler and the Thakurs was also authorised, but the terms agreed upon were not to be guaranteed. The Maharaja meanwhile took up his residence at Ajmer, whither he was followed by his Thakurs, who agreed to leave the dispute to the arbitration of the Maharaja of Jodhpur, provided the decision received the guarantee of the British Government; but this guarantee was refused. The Thakurs then proclaimed the heir-apparent as Maharaja; laid siege to the town of Kishengarh; and were on the point of capturing it, when the Maharaja accepted the mediation of the Political Agent, through whom terms with the nobles were adjusted. The reconciliation with the nobles, however, was not sincere: and in 1832 Kalian Singh retired from Kishengarh and abdicated in favour of his son Mokam Singh.

Mokam Singh was succeeded in 1840 by his adopted son Prithi Singh.

In 1862 the Ruler of Kishengarh received a Sanad of Adoption (*see* Part I, No. VIII).

In 1867 the Ruler of Kishengarh was granted (No. XVII) a sum of Rs. 20,000 a year as compensation for the loss of income his State was expected to suffer owing to the introduction of the railway: and in the same year was granted a permanent salute of 15 guns.

In 1868 an extradition Treaty (No. XVIII) was concluded with the Kishengarh State for the mutual surrender of persons charged with certain specified offences. This was modified in 1887 by an Agreement (No. XX) providing that, in cases of extradition of offenders from British India to Kishengarh, the procedure for the time being in force in British India should be followed.

In 1873 the Raja of Fatehgarh asserted his independence of the Maharaja, and refused to pay allegiance to him. The Maharaja soli-

cited the help of the British Government: and the Raja was warned that, in the event of his failing to comply with the legitimate demands of his feudal superior within six months, he would be coerced by force of arms. The submission of the Raja rendered this unnecessary.

In 1909 the Thikana lapsed to the State owing to the Raja, Maharaj Man Singh, who died heirless, taking part in a seditious conspiracy against the State.

By a Treaty (No. XIX) concluded in 1879, the Maharaja agreed to suppress the manufacture of salt throughout Kishengarh territory; to prohibit the import or consumption within the State of any but British duty-paid salt; and to abolish transit duties and dues of any kind on all exports and imports. The Maharaja was however allowed to levy octroi, choongi, etc., on articles imported for actual consumption in towns with a population exceeding 5,000; and to levy duties on bhang, ganja, spirits, opium, and other intoxicating drugs. In return the British Government undertook to pay the Maharaja Rs. 25,000 a year; to deliver annually at Sambhar, free of cost and duty, 50 maunds of good salt for the use of the Maharaja, and to give as compensation to certain salt manufacturers a sum of Rs. 5,000.

Prithi Singh died in 1879, and was succeeded by his eldest son Sardul Singh, who died in 1900 and was succeeded by his only son, Madan Singh. During his minority the administration was conducted by a State Council under the general guidance and supervision of the Resident at Jaipur. He was invested with full powers in 1905.

In 1908 the Government of India recognised the title of "Umdae Rajahae Baland Makan," conferred in 1707 by the Emperor Bahadur Shah on Maharaja Raj Singh, whose predecessor, Maharaja Man Singh, had also been granted the title of "Umdae Rajahae" by the Emperor Aurangzeb in 1698.

On the outbreak of the Great War the Maharaja placed the resources of his State at the disposal of Government, and himself served in the War.

In 1923 the Darbar enacted laws and regulations to give effect to the provisions of the International Opium Convention of 1912.

In 1925 the Government of India sanctioned the payment of a sum of Rs. 7,000 per annum to the Kishengarh Darbar for the 3 years 1922-23 to 1924-25 and Rs. 8,000 a year with effect from the 1st April 1925, as compensation for the loss of their water rights in the catchment area of the Sambhar Salt Lake in the Rupnagar valley.

Madan Singh died on the 25th September 1926, leaving no male issue. As the birth of a posthumous heir was considered possible, the question of succession was kept temporarily in abeyance; but all hope

of such an heir was abandoned, under medical advice, on the 16th November 1926, when the Government of India approved the succession of Madan Singh's cousin, the present Maharaja Yagya Narayan Singh, born on the 26th January 1896. His Majesty the King-Emperor's recognition of his succession was announced by the Resident, Jaipur, at a Darbar held at Kishengarh on the 24th November 1926.

Extradition arrangements have been effected between Kishengarh and other States both in and outside Rajputana. A list of these is given in Appendix I.

The area of the Kishengarh State is 858 square miles; the population, according to the Census of 1921, 77,734; and the revenue Rs. 7,50,000, excluding jagirs and religious grants.

The military forces of the State consist (1929) of 36 Cavalry, 100 Infantry and 27 Artillery men with 31 serviceable and 34 unserviceable guns.

(3) Lawa.

On the 1st August 1867 the uncle of the Chief of Lawa, a tributary of Tonk, was treacherously murdered together with a party of his followers numbering fourteen men. The evidence fully proved that the crime was perpetrated with the knowledge and at the instigation of Muhammad Ali Khan, Nawab of Tonk. The Nawab was consequently deposed, and a proclamation to that effect was issued to the people of Tonk (*q.v.*, Part IV).

Lawa was declared a separate Chiefship under the protection of the British Government, and the heirs of the murdered men received maintenance through the British Government out of the revenues of Tonk. The Chiefship consists of one town only, with its surroundings.

Lawa formerly paid an annual tribute of Rs. 3,000 to Tonk. On the separation of Lawa from Tonk, this tribute became payable to the British Government. It was ascertained that Lawa held certain Bhum rights within Tonk territory, of the annual value of Rs. 275: it had not been the practice to set off one claim against the other, and much ill-feeling had been produced between Tonk and Lawa by the existence of these rights. It was decided therefore that Tonk should retain the amount of the Bhum claims, and that the balance of the former annual payment to Tonk should, in the first instance, be applied to relieving the Estate from debt, the claim to tribute being temporarily held in abeyance.

In 1879 the Thakur agreed (No. XXI) to suppress altogether any manufacture of salt within the Estate; to prohibit the importation or consumption of any but British duty-paid salt; and to abolish transit duties and dues of all kinds on all articles, except excise duties on

bhang, ganja, spirits, opium, and other intoxicating drugs. In return the British Government undertook to pay the Thakur Rs. 700 a year, and to deliver yearly at Sambhur, free of cost and duty, ten maunds of good salt for the use of the Thakur.

In 1883, the Estate having been cleared of debt, it was decided that the Chief should pay to the Government of India an annual tribute of Rs. 225.

Thakur Dhirat Singh, who had succeeded to the Chiefship in 1865, died in 1892 without heir, either natural or adopted. His nephew Mangal Singh who, like his predecessor, was a Kachhwaha Rajput, and his family an offshoot of the Jaipur house, was elected as his successor. He died in 1921, leaving no male issue.

There were two candidates for the succession: Madho Singh, son of Sultan Singh, a step-brother of the late Raja, and Raghubir Singh, son of Umrao Singh. It was decided to disqualify Madho Singh on the ground of grave suspicion that he had been concerned in a heinous offence. Raghubir Singh was eventually elected by the Lawa brotherhood, and in November 1922 the Government of India selected him as Chief of Lawa.

In 1922 the Estate enacted laws and regulations to give effect to the provisions of the International Opium Convention of 1912.

Thakur Raghubir Singh died on the 30th December 1929 and was succeeded by his minor son, the present Thakur Bans Pradeep Singh, born on the 24th September 1923. During his minority the Estate is managed, under the general supervision of the Resident, Jaipur, by a Kamdar who has been invested with the powers of a Magistrate of the 2nd Class in criminal cases and in civil cases those of a Munsiff to hear suits up to a limit of Rs. 200.

The Thakur of Lawa manages his own Estate in revenue matters. In judicial matters, he has, with certain limitations, the powers of a Magistrate of the First Class in criminal cases, and in civil cases those of a Munsiff having power to hear suits up to a limit of Rs. 1,000. All appeals from the Thakur's decision lie to the Resident, Jaipur, who exercises residuary powers as District Magistrate and District and Sessions Judge, and disposes of original work, Civil and Criminal alike, which the Thakur is not empowered to deal with.

The area of Lawa is 19 square miles; the population, according to the Census of 1921, 2,26?; and the revenue about Rs. 50,000.

The Estate was liable to the Nazarana rules until 1911 when, on the occasion of the Coronation Darbar, all such levies were abolished.

No. I.

TREATY with the RAJAH of JEYPORE (or JYENAGUR),—1803.

TREATY OF AMITY and ALLIANCE between the HONOURABLE THE ENGLISH EAST INDIA COMPANY and MAHARAJAH DHEERAJ RAJ RAJINDER SEWAEE JUGGUT SING BAHADOOR, settled by HIS EXCELLENCY GENERAL GERARD LAKE, COMMANDER-IN-CHIEF of the British Forces in India, in virtue of authority vested in him for that purpose by HIS EXCELLENCY THE MOST NOBLE RICHARD, MARQUIS WELLESLEY, KNIGHT OF THE MOST ILLUSTRIOUS ORDER OF SAINT PATRICK, one of HIS BRITANNIC MAJESTY'S MOST HONOURABLE PRIVY COUNCIL, GOVERNOR-GENERAL in COUNCIL of all the British possessions and CAPTAIN-GENERAL of all the British land forces in the East Indies, in behalf of the HONOURABLE THE ENGLISH EAST INDIA COMPANY, and by MAHARAJAH DHEERAJ RAJ RAJINDER SEWAEE JUGUT SING BAHADOOR, in behalf of himself, his heirs and successors.

ARTICLE 1.

A firm and permanent friendship and alliance is established between the Honourable the English Company and Maharajah Dheeraj Juggut Sing Bahadoor and between their heirs and successors.

ARTICLE 2.

Whereas friendship has been established between the two States the friends and enemies of one of the parties shall be considered the friends and enemies of both, and an adherence to this condition shall be constantly observed by both States.

ARTICLE 3.

The Honourable Company shall not interfere in the Government of the country now possessed by Maharajah Dheeraj, and shall not demand tribute from him.

ARTICLE 4.

In the event of any enemy of the Honourable Company evincing a disposition to invade the country lately taken possession of by the Honourable Company in Hindostan, Maharajah Dheeraj shall send the whole of his forces to the assistance of the Company's army, and shall exert himself to the utmost of his power in repelling the enemy, and shall neglect no opportunity of proving his friendship and attachment.

ARTICLE 5.

Whereas, in consequence of the friendship established by the second Article of the present Treaty, the Honourable Company become guarantees to the Maharajah Dheeraj for the security of his country against external enemies, Maharajah Dheeraj hereby agrees, that if any misunderstanding should arise between him and any other State, Maharajah Dheeraj will, in the first instance, submit the cause of dispute to the Company's government, that the government may endeavour to settle it amicably. If from the obstinacy of the opposite party no amicable terms can be settled then Maharajah Dheeraj may demand aid from the Company's government. In the event above stated it will be granted; and Maharajah Dheeraj agrees to take upon himself the charge of the expense of such aid, at the same rate as has been settled with the other Chieftains of Hindostan.

ARTICLE 6.

Maharajah Dheeraj hereby agrees, although he is in reality the master of his own army, to act during the time of war, or prospect of action, agreeably to the advice and opinion of the Commander of the English army which may be employed with his troops.

ARTICLE 7.

The Maharajah shall not entertain in his service, or in any manner give admission to, any English or French subjects, or any other person from among the inhabitants of Europe, without the consent of the Company's government.

The above Treaty, comprised in seven Articles, has been duly concluded and confirmed by the seal and signature of His Excellency General Gerard Lake, at Surhindee, in the Soobah of Akburrabad, on the 12th day of December 1803 of the Christian era, corresponding with the 26th of Shabaan 1218 Hegira, and with the 14th of Poos 1860 Sumbat; and under the seal and signature of Maharajah Dheeraj Raj Rajinder Sewaee Juggut Sing Bahadoor at on the 12th day of December 1803 of the Christian era, corresponding with the of 1218 Hegira, and with the of 1860 Sumbat. When a Treaty, containing the above seven Articles, shall be delivered to Maharajah Dheeraj under the seal and signature of His Excellency the Most Noble Governor-General in Council, the present Treaty, under the seal and signature of His Excellency General Lake, shall be returned.

WELLESLEY.

This Treaty was ratified by the Governor-General in Council on the 15th January 1804.

G. H. BARLOW.

G. UDNY.

No. II.

TREATY between the HONOURABLE ENGLISH EAST INDIA COMPANY AND MAHARAJAH SEWAEE JUGGUT SING BAHADOOR, RAJAH of JEYPORE, concluded by MR. CHARLES THEOPHILUS METCALFE, on the part of the HONOURABLE COMPANY, in virtue of full powers granted by HIS EXCELLENCY THE MOST NOBLE THE MARQUIS of HASTINGS, K.G., GOVERNOR-GENERAL, &c., &c., and by THAKOOR RAWUL BYREE SAUL NATTAWUT, on the part of RAJ RAJINDER SREE MAHARAJ DHEERAJ SEWAEE JUGGUT SING BAHADOOR, according to full powers given by the RAJAH,—1818.

ARTICLE 1.

There shall be perpetual friendship, alliance, and unity of interest between the Honourable Company and Maharajah Juggut Sing and his heirs and successors, and the friends and enemies of one party shall be the friends and enemies of both parties.

ARTICLE 2.

The British Government engages to protect the territory of Jeypore and to expel the enemies of that principality.

ARTICLE 3.

Maharajah Sewaee Juggut Sing and his heirs and successors will act in subordinate co-operation with the British Government and acknowledge its supremacy; and will not have any connection with other Chiefs and States.

ARTICLE 4.

The Maharajah and his heirs and successors will not enter into negotiation with any Chief or State without the knowledge and sanction of the British Government; but the usual amicable correspondence with friends and relations shall continue.

ARTICLE 5.

The Maharajah and his heirs and successors will not commit aggressions on any one. If it happen that any dispute arise with any one, it shall be submitted to the arbitration and award of the British Government.

ARTICLE 6.

Tribute shall be paid in perpetuity by the principality of Jeypore to the British Government through the treasury of Delhi, according to the following detail:— First year from the date of this Treaty, in consideration of the devastation which

has prevailed for years in the Jeypore country, tribute excused. Second year, four lakhs of Delhi Rupees. Third year, five lakhs. Fourth year, six lakhs. Fifth year, seven lakhs. Sixth year, eight lakhs.

Afterwards eight lakhs of Delhi Rupees annually, until the revenues of the Principality exceed forty lakhs.

And when the Rajah's revenues exceed forty lakhs five-sixteenths of the excess shall be paid in addition to the eight lakhs above mentioned.

ARTICLE 7.

The principality of Jeypore shall furnish troops accordings to its means, at the requisition of the British Government.

ARTICLE 8.

The Maharajah and his heirs and successors shall remain absolute rulers of their territory and their dependents according to long established usage; and the British civil and criminal jurisdiction shall not be introduced into that principality.

ARTICLE 9.

Provided that the Maharajah evince a faithful attachment to the British Government, his prosperity and advantage shall be favourably considered and attended to.

ARTICLE 10.

This Treaty of ten Articles having been concluded and signed and sealed by Mr. Charles Theophilus Metcalfe and Thakoor Rawul Byree Saul Nattawut, the ratifications of the same by His Excellency the Most Noble the Governor-General and Raj Rajinder Sree Maharaj Deheraj Sewaee Juggut Sing Bahadoor shall be mutually exchanged within one month from the present date.

Done at Delhi, this 2nd day of April, A.D. 1818.

C. T. METCALFE.

THAKOOR RAWUL BYREE SAUL NATTAWUT.

HASTINGS.

This Treaty was ratified by His Excellency the Governor-General, in Camp near Toolseypore, on the 15th of April 1818.

J. ADAM,

Secretary to the Governor-General.

No. III.

TRANSLATION of an URZEE in the Hindee Language, signed by all the THAKOORS and servants of the Maharajah's Government, addressed to the BAE BHUNTANEE JEE SAHEBA, dated the 12th May 1819, a copy of which was forwarded to the General through ROY JOWALLANAUTH and DEWAN AMIR CHUND. It is stated as follows :—

Let it be represented to the Bae Saheba on the part of all the Thakoors and Mootsuddees, that until the Maharajah Sirree Sewaee Jey Sing Jee shall arrive at the years of discretion, none of us will appropriate any of the Khalsa lands for our own use, and will all faithfully perform our duty towards the State.

RAWUL BYREE SAUL.
BAUGH SING CHUTTURBHOOJOUT.
KISHEN SING.
BAHADUR SING RAJAWUT.
KAIM SING BULBHUDDUROUT.
LUTCHMUN SING JHUNJHUNOWALA.
OODEY SING GUNGAROUT.
RAJAH UBHOY SING KHETTREE.
ROW CHUTTER BHOOJ.
MAUN SING GUNGAROUT.
BYREE SAUL KHUKAROUT.
SURROOP SING BEERPOOTA.
BUKSHEEF SHREE NARAIN.
BHARUT SING CHAMPAWUL.
AMAN SING BUNCHAWUT.
SULLA SING PUNCHAWUT.
SAURDOOL SING NURROKA.
KIRPARAM VAKAY NAVEES.
LUTCHMUN.
KIRPAHRAM.
JEETRAM SHA.
MUNGUL SING KHOMALY.
BANS KHOWALA.
SEWAE SING KULLANOOT.
ROY JOWALANATH.
DEWAN UMMURCHUND.
RAWUT SURROOP SING.
KOOMHAWUT MAHARWALA.
DEWAN NOWNIDRAM.
ROY UMRUTRAM PULLYWAL.
SUAGY MUNNALALL.
BALUM SING RANAWUT.
LALLRAM DHA BHAE.
ARUTHRAM BUDGE.
RAWUL BYREE SAUL.

TRANSLATION of an URZEE in the Hindee Language from all the MOOTSUDDEES addressed to the BAE SAHEBA, dated the 12th May 1819.

Let it be made known to the Bae Saheba on the part of all the Mootsuddees that until the Maharajah Sirree Sewa Jey Sing arrives at years of discretion, in performing the business committed to our charge by the Durbar and executing the orders we received, we promise to abide by the following engagements :—

1st.—We shall perform our duty with fidelity and shall not take bribes from any one.

2nd.—We shall at each Fussil render an account to Government through the mookhtar.

3rd.—We shall not levy fines but on those who transgress.

4th.—In the affairs of the State we shall not have quarrels amongst ourselves either open or concealed.

ROY JOWALLANATH.	CHUTTUR BHOOJ.
MOONSHY DEACHUND.	DEWAN NOWNIDRAM.
DEWAN AMEERCHUND.	SUAGY MUNNA LALL.
SOOJEE LALL.	GHASHEERAM.
KIRPAHRAM.	ARHUTRAM.
JEETRAM SHA.	BUKHSHEE SIRREE NARAIN.
LUTCHMUN.	SOONPUTRAM.
BUDDUNCHUND.	JEWONRAM.
BOHRAYJEENARAIN.	RAMLALL DHA BHAE.
ROY UMRITRAM.	GAYONCHUND.
SURROOPCHUND DAROGA.	DEWARAM DAROGA.
KIRPAH CHARBURRA.	MOONSHEE SIRREE LALL.
RAWUL BYREE SAUL.	

No. IV.

From HIS HIGHNESS the MAHARAJA of JEYPOOR to the POLITICAL AGENT at JEYPOOR, dated 5th February 1868.

On reconsideration of the whole subject connected with the Railway question, which has come before me since I last had the pleasure of conversing with you about it, I have made up my mind to withdraw the conditions submitted by me, simply repeating my consent to those originally proposed by the Government of India in letter No. 721, dated 24th March 1865.

In communicating the decision I have thus come to I have simply to state that I rely fully on Government protecting my interests in every possible way when I may have occasion to need its interference, and seeing that all points in dispute are settled strictly in accordance, not only with the principles of law and justice, but the circumstances of the country, and the manners, customs, and feelings of its people.

No. V.

EXTRADITION TREATY between the BRITISH GOVERNMENT and HIS HIGHNESS S. RAM SINGH, MAHARAJAH of JEYPORE, G.C.S.I., his heirs and successors, executed on the one part by MAJOR WILLIAM H. BEYNON, POLITICAL AGENT at the COURT of JEYPORE, under authority from LIEUTENANT-COLONEL WILLIAM FREDERICK EDEN, AGENT to the GOVERNOR-GENERAL for the STATES of RAJPOOTANA, in virtue of the full powers vested in him by HIS EXCELLENCY THE RIGHT HON'BLE SIR JOHN LAIRD MAIR LAWRENCE, BARONET, G.C.B., and G.C.S.I., VICEROY and GOVERNOR-GENERAL of INDIA, and on the other part by NAWAB MAHOMED FYZ ALI KHAN BAHADOOR, in virtue of the full powers conferred on him by MAHARAJAH RAM SINGH aforesaid,—1868.

ARTICLE 1.

That any person, whether a British or Foreign subject, committing a heinous offence in British territory, and seeking shelter within the limits of the Jeypore State, shall be apprehended and delivered up by the latter Government to the former, on requisition in the usual manner.

ARTICLE 2.

That any person, being a subject of Jeypore, committing a heinous offence within the limits of the Jeypore State, and seeking asylum in British territory, will be apprehended and delivered up by the latter Government to the former, on requisition in the usual manner.

ARTICLE 3.

That any person, other than a Jeypore subject, committing a heinous offence within the limits of the Jeypore State, and seeking asylum in British territory, will be apprehended and the case investigated by such Court as the British Government may direct. As a general rule such cases will be tried by the Court of the Political Officer in whom the political supervision of the Jeypore State may at the time be vested.

ARTICLE 4.

That in no case shall either Government be bound to surrender any person accused of a heinous offence, except on requisition, duly made by, or by the authority of, the Government within whose territories the offence shall be charged to have been committed, and also upon such evidence of criminality as, according to the laws of the country in which the person accused shall be found, would justify his apprehension and sustain the charge if the offence had been there committed.

ARTICLE 5.

That the following offences be deemed as coming within the category of heinous offences :—

1. Murder.
2. Attempt to murder.
3. Culpable homicide under aggravating circumstances.
4. Thuggee.
5. Poisoning.
6. Rape.
7. Causing grievous hurt.
8. Child-stealing.
9. Selling females.
10. Dacoitee.
11. Robbery.
12. Burglary.
13. Cattle-theft
14. Arson.
15. Forgery.
16. Counterfeiting coin, or uttering base coin.
17. Criminal breach of trust.
18. Criminal misappropriation of property.
19. Abetting the above offences.

ARTICLE 6.

The expense of any apprehension, detention, or surrender, made in virtue of the foregoing stipulations, shall be borne and defrayed by the Government making the requisition.

ARTICLE 7.

The above Treaty shall continue in force until either of the high contracting parties shall give notice to the other of its wish to terminate it.

ARTICLE 8.

Nothing herein contained shall be deemed to affect any Treaty now existing between the high contracting parties, except so far as any Treaty may be repugnant thereto.

W. H. BEYNON,
Political Agent.

Signed, sealed, and exchanged at Jeypore Palace, on the 13th day of July in the year of our Lord one thousand eight hundred and sixty-eight.

S. RAM SINGH.

JOHN LAWRENCE,
Viceroy and Govr.-Genl. of India.

Ratified by His Excellency the Viceroy and Governor-General of India, at Simla, on the seventh day of August 1868.

W. S. SETON-KARR,
Secy. to the Govt. of India.

No. VI.

TREATY between the BRITISH GOVERNMENT and HIS HIGHNESS S. RAM SING, MAHARAJAH of JEYPORE, G.C.S.I., his heirs and successors, executed on the one part by MAJOR WILLIAM H. BEYNON, POLITICAL AGENT at the COURT of JEYPORE, under authority from LIEUTENANT-COLONEL RICHARD HARTE KEATINGE, C.S.I. and V.C., AGENT to the GOVERNOR-GENERAL for the STATES of RAJPOOTANA, in virtue of the full powers vested in him by HIS EXCELLENCY THE RIGHT HON'BLE RICHARD SOUTHWELL BOURKE, EARL of MAYO, VISCOUNT MAYO of MONYCROWER, BARON NAAS of NAAS, K.P., G.M.S.I., P.C., &c., &c., &c., VICEROY and GOVERNOR-GENERAL of INDIA, and on the other part by NAWAB MAHOMED FAIZ ALI KHAN, BAHADUR, in virtue of the full powers conferred on him by MAHARAJAH RAM SING, aforesaid,—1869.

ARTICLE 1.

Subject to the conditions contained in the following Agreement the Government of Jeypore will lease to the British Government its right of manufacturing and of selling salt within the limits of the territory bordering on the Sambhur Lake, as hereinafter defined in Article 4, and of levying duties on salt produced within such limits.

ARTICLE 2.

This lease shall continue in force until such time as the British Government desires to relinquish it, provided that the British Government shall give notice to the Government of Jeypore of its intention to terminate the arrangement two full years previous to the date on which it desires the lease to cease.

ARTICLE 3.

To enable the British Government to carry on the manufacture and sale of salt at the Sambhur Lake, the Jeypore Government shall empower the British Government and all officers appointed by the British Government for such purposes to enter and search, in case of suspicion, houses and all other places, enclosed or otherwise, within the limits hereinafter defined, and to arrest and punish with fine, imprisonment, confiscation of goods, or otherwise, any and all persons detected within such limits in the violation of any of the rules or regulations which may be laid down by the British Government in regard to the manufacture, sale, or removal of salt, or the prevention of unlicensed manufacture or smuggling.

ARTICLE 4.

The strip of territory bordering on the shores of the lake, including the town of Sambhur and twelve other hamlets, and comprehending the whole of the territory now subject to the joint jurisdiction of the States of Jeypore and Jodhpore, shall be demarcated, and the whole space enclosed by such line of demarcation as well as such portions of the lake itself or of its dry bed as are now under the

said joint jurisdiction shall be held to constitute the limits within which the British Government and its officers are authorized to exercise the jurisdiction referred to in Article 3.

ARTICLE 5.

Within the said limits, and so far as such measures may be necessary for the protection or furtherance of the manufacture, sale, or removal of salt, the prevention of smuggling and the enforcement of the rules laid down in accordance with Article 3 of this Agreement the British Government, or the officers by it empowered, shall be authorized to occupy land for building or other purposes, to construct roads, erect barriers, hedges, or buildings, and to remove buildings or other property. If any land paying land revenue to the Government of Jeypore be occupied under the authority of the British Government for any of the purposes aforesaid, the British Government shall pay to the Government of Jeypore an annual rent equal to the amount of such revenue. In every case in which anything involving injury to private property shall be done by the British Government or its officers under this Article one month's previous notice shall be given to the Government of Jeypore, and in all such cases proper compensation shall be paid by the British Government on account of such injury. In case of difference between the British Government or its officers and the owner of such property as to the amount of the compensation such amount shall be determined by arbitration. The erection of any buildings within the said limits shall not confer on the British Government any proprietary right in the land, which, on the termination of the lease, shall revert to the Government of Jeypore, with all buildings or materials left thereon by the British Government. No temples or places of religious worship shall be interfered with.

ARTICLE 6.

Under the authority of the Jeypore Government the British Government shall constitute a Court, presided over by a competent officer, who shall usually hold his sittings within the abovementioned limits for the trial and punishment on conviction, of all persons charged with violations of the rules and regulations referred to in Article 3, or offences connected therewith; and the British Government is authorized to cause the confinement of any such offenders sentenced to imprisonment either within the aforesaid limits or within its own territories as may seem to it most fitting.

ARTICLE 7.

From and after the date of the commencement of the lease the British Government will from time to time fix the price at which salt manufactured within the said limits, other than the salt to be delivered under the second clause of this Article, shall be offered for sale. The Jeypore Government shall be entitled to receive annually at the place of manufacture from the British Government, for the consumption of the Jeypore State, any quantity of salt which the Jeypore

Government may demand, not exceeding one hundred and seventy-two thousand (172,000) British Indian maunds, paying for the same at the rate of nine (9) annas (British Currency) per maund. The Jeypore Government will be at liberty to sell such salt at any price that it may fix.

ARTICLE 8.

Of the stocks of salt owned jointly by the Governments of Jeypore and Jodhpore, and existing within the said limits at the commencement of the lease, the share belonging to the Jeypore Government being the half of the stocks above-mentioned shall be transferred by the said Government to the British Government on the following terms:—In accordance with custom the Government of Jeypore will transfer its share in five hundred and ten thousand (510,000) British Indian maunds of salt to the British Government free of cost. The price to be paid for the share of the Jeypore Government in the remainder of the said stocks shall be reckoned at six and a half annas (6½) per British Indian maunds and payment shall be made at this rate by the British Government to the Government of Jeypore, provided that the said payment of six and a half annas per maund to the Government of Jeypore shall only commence when salt in excess of eight hundred and twenty-five thousand (825,000) British Indian maunds is sold or exported by the British Government in any year, and then only on the share of such excess which belongs to the Government of Jeypore; and until the aggregate of such yearly excesses amounts to the full quantity of the stocks of salt transferred over and above the said five hundred and ten thousand British Indian maunds, the British Government shall not pay the royalty of 20 per cent. on the sale price of such excess, as provided in Article 12. In reckoning the said eight hundred and twenty-five thousand maunds the amount of salt reserved for the consumption of the Jeypore State under clause 2 of Article 7 shall be included.

ARTICLE 9.

No tax, toll, transit duty, or due of any kind whatsoever, shall be levied by the Jeypore Government, or shall by it be permitted to be levied by any other person, on any salt manufactured or sold by the British Government within the said limits, or while in transit through the Jeypore territory and covered by a British pass, *en route* to any place outside the Jeypore territory, provided that on all salt delivered under Article 7, or sold for consumption within the territory of Jeypore, the Government of that State will be at liberty to levy whatever tax it may please.

ARTICLE 10.

Nothing in this Agreement shall be held to bar the sovereign jurisdiction of the Jeypore Government, within the aforesaid limits in all matters, civil and criminal, not connected with the manufacture, sale or removal of salt, or the prevention of unlicensed manufacture or smuggling.

ARTICLE 11.

The Government of Jeypore shall be relieved of all expenses whatsoever connected with the manufacture, sale, and removal of salt, and the prevention of unlicensed manufacture, or smuggling within the limits aforesaid; and, in consideration of the lease granted to it, the British Government agrees to pay to the Jeypore Government, in two half-yearly instalments, an annual rent of one hundred and twenty-five thousand (1,25,000) Rupees, British Currency, on account of the share of the Jeypore Government in the salt sold within the said limits, and one hundred and fifty thousand (1,50,000) Rupees, British Currency, in compensation for duties on salt now levied by the Jeypore Government and surrendered under the present Agreement; and the total sum of such annual rent, amounting to two hundred and seventy-five thousand (2,75,000) Rupees, British Currency, shall be paid without reference to the quantity of salt actually sold in, or exported from, the said limits.

ARTICLE 12.

If the amount of salt sold in, or exported from, the said limits by the British Government in any year shall exceed eight hundred and twenty-five thousand (825,000) British Indian maunds, the British Government shall pay to the Government of Jeypore on all such excess (subsequent to the exhaustion of the stocks referred to in Article 8) a royalty at the rate of 20 per cent. on the price per maund, which shall have been fixed as the selling price under the first clause of Article 7. In the event of any doubts arising as to the amount of salt on which royalty is claimable in any year the accounts rendered by the principal British officer in charge at Sambhur shall be deemed conclusive evidence of the amounts actually sold or exported by the British Government within the periods to which they refer, provided that the Jeypore Government shall not be debarred from deputing one of its own officers to keep a record of sales for its own satisfaction.

ARTICLE 13.

The British Government agrees to deliver annually (7,000) seven thousand British Indian maunds of good salt, free of all charges, for the use of the Jeypore Durbar; such salt to be delivered at the place of manufacture to any officer empowered by the Jeypore Government to receive it.

ARTICLE 14.

The British Government shall have no claim on the land or other revenue, unconnected with salt, payable from the town of Sambhur, or other villages or lands included within the limits aforesaid.

ARTICLE 15.

The British Government shall not sell any salt outside the limits aforesaid within the Jeypore territory.

ARTICLE 16.

If any person employed by the British Government within the said limits shall have absconded after committing an offence, or if any person shall have absconded after committing a breach of the rules laid down under Article 3, the Jeypore Government shall, on sufficient evidence of his criminality, make every effort to cause his arrest and surrender to the British authorities within the said limits, in case of his passing through, or taking refuge in, any part of the Jeypore territories.

ARTICLE 17.

None of the conditions of this Agreement shall have effect until the British Government shall actually assume charge of the manufacture of salt within the said limits. The British Government may determine the date of so assuming charge, provided that such date shall be one of the dates following, *viz.*, the 1st November 1869, the 1st May or the 1st November 1870, or the 1st May 1871. If such charge be not assumed on or before the 1st May 1871 the conditions of this Agreement shall be null and void.

ARTICLE 18.

None of the conditions contained in this Agreement shall be in any way set aside or modified without the previous consent of both Governments; and should either party fail or neglect to adhere to these conditions the other party shall cease to be bound by this Agreement.

W. H. BEYNON,

Political Agent.

NAWAB MAHOMED FAIZ ALI

KHAN, BAHADOOR.

Signed, sealed, and exchanged at Simla on the seventh day of August in the year of Our Lord one thousand eight hundred and sixty-nine.

S. RAM SING.

MAYO.

This Treaty was ratified by His Excellency the Viceroy and Governor General of India, at Simla, on the seventh of August 1869.

W. S. SETON-KARR,

to Govt. of India, Foreign Dept.

NOTIFICATION No. 2112-P., dated 25th September 1874.

No. 2112 P.—Whereas by Notifications, No. 505-P., dated 18th March 1870, and No. 2091-P., dated 30th November 1870, and in accordance with treaties made between the British Government and His Highness the Maharaja of Jeypoor, and His Highness the Maharaja of Jodhpoor, respectively, a Court known as the Sambhur Lake Court was established, and the local limits of its jurisdiction were defined; and whereas the powers of the presiding Judge were described by reference to the late Code of Criminal Procedure, Act No. XXV of 1861; and whereas the said Act has been repealed and re-enacted with amendments by Act No. X of 1872; and whereas it is desirable to consolidate the aforesaid notifications, and to describe the powers of the Judge of the said Court with reference to the said Act X of 1872, as amended by Act XI of 1874: In supersession of the aforesaid notifications, the following revised notification is published for general information:—

Whereas by a Treaty dated the 7th day of August 1869, and made between the British Government and His Highness the Maharaja of Jeypoor, and by a Treaty dated the 22nd* day of November 1869, and made between the British Government and His Highness the Maharaja of Jodhpoor, to enable the British Government to carry on the manufacture and sale of salt at the Sambhur Lake, it was (amongst other things) agreed that the Governments of Jeypoor and Jodhpoor should empower the British Government, and all officers appointed by the British Government in this behalf, to enter and search, in case of suspicion, houses and all other places, enclosed or otherwise within the limits noted on the margin, and to arrest and punish with fine, imprisonment, confiscation of goods, or otherwise, all persons detected within such limits in the violation of any of the rules which may be laid down by the British Government in regard to the manufacture, sale or removal of salt, or the prevention of unlicensed manufacture or smuggling; and that under the authority of the said Governments of Jeypoor and Jodhpoor, the British Government should constitute a Court presided over by a competent officer, who should usually hold his sittings within the abovementioned limits

The strip of territory bordering the shores of the Sambhur Lake, including the town of Sambhur and twelve other hamlets and comprising the whole of the territory now subject to the joint jurisdiction of the States of Jeypoor and Jodhpoor, and which has been demarcated under the said treaties as well as such portions of the Lake itself or of its dry bed as are now under the said joint jurisdiction.

* Formal copies of the Treaty were signed on the 27th January 1870.

for the trial and punishment, on conviction of all persons charged with violations of the said rules and regulations, or with offences connected therewith; and the British Government was also authorised to cause the confinement of any such offenders sentenced to imprisonment either within the aforesaid limits or within its own territories as might seem to it most fitting.

And whereas, by Treaty dated 18th April 1870, and made between the British Government and His Highness the Maharaja of Jodhpoor, to enable the British Government to carry on the manufacture and sale of salt at the Sambhur Lake, the local limits of the jurisdiction of the said Court were extended, so as to include the territories noted in the margin; and the existing provisions as to the powers and procedure of the said Court were applied thereto in the exercise of its jurisdiction so extended.

A strip of territory bordering the shores of the Lake throughout within the separate jurisdiction of Jodhpoor, including Nawa, Godha, and other villages and hamlets, and averaging two miles in width measured from the high water limits of the Lake, and which has been demarcated under the said treaty as well as such portions of the lake itself or of its dry bed as are now under the exclusive and separate jurisdiction of Jodhpoor.

In pursuance of the provisions hereinbefore cited, and under the authority aforesaid, the Viceroy and Governor-General of India in Council hereby declares—

First.—The said Court, called the Sambhur Lake Court, shall, notwithstanding the supersession of the said Notifications, continue to be established, and all proceedings commenced therein prior to the date of this Notification shall be carried on in the said Court as if they had commenced therein after such date. And all rules and orders in force in the said Court immediately before such date shall continue in force (except so far as the same are altered hereby) until the same are altered by competent authority.

Second.—The local limits of the jurisdiction of such Court shall be the limits aforesaid marginally noted.

Third.—The Assistant Commissioner for the time being in charge of the British Inland Customs Department at the Sambhur Lake shall be the Judge of such Court. He shall have the powers of a Magistrate of the 1st Class, under the Code of Criminal Procedure (Act X of 1872), and also the further powers described in Sections 26, 27, and 28 of the said Code, and he shall have according to such powers jurisdiction (A) in respect of all offences committed by subjects of Her Majesty within the aforesaid limits and punishable under the Indian Penal Code or under any local or special law in accordance with Sections 7 and 8 and the 4th Schedule of the Code of Criminal Procedure, and (B) in respect of breaches of the rules described in Article III of the said Treaties, or offences connected therewith, when committed by any person whatsoever within the aforesaid limits.

Fourth.—In the investigation and trial of such offences and breaches of rules, and in the levy of fines therefor, he shall be guided by the provisions of the Code of Criminal Procedure (Act X of 1872 as amended by Act XI of 1874).

Fifth.—In all cases in which salt shall be manufactured, carried, or stored within the said limits in contravention of the rules for the time being in force for

the regulation of such manufacture, carriage or storage, the said Court is empowered, in addition to any other penalty which it is authorised to inflict, to declare the said salt confiscated, and dispose of it according to the rules for the time being in force in the Department of Inland Customs.

Sixth.—For the purpose of trying offences described in paragraph 3 (A) preceding, when committed by subjects of Her Majesty within the limits of the Jurisdiction of the Sambhur Lake Court, the aforesaid limits shall be deemed to be a division of the Ajmere District.

Seventh.—Any person convicted on a trial held by the Sambhur Lake Court of a breach of the rules described in Article III of the said Treaties, or offences connected therewith, and any person aggrieved by proceedings held under such rules, may petition the Agent to the Governor-General for the States of Rajputana, who, if he see fit, may send for the record of the case, and may confirm, reverse, or modify the sentence, or pass any other orders not inconsistent with the rules aforesaid.

Dated 25th September 1874.

No. VII.

SUPPLEMENT to the TREATY concluded in A.D. 1818 between the STATE OF JEYPORE and the BRITISH GOVERNMENT,—1871.

Whereas the stipulations contained in Article 6 of the Treaty concluded between the British Government and the Jeypore State on the 2nd of April 1818, and ratified on the 15th April 1818, have been found inconvenient, it is hereby agreed as follows :—

ARTICLE 1.

Article 6 of the aforesaid Treaty is hereby cancelled.

ARTICLE 2.

The Maharajah of Jeypore agrees, on behalf of himself, his heirs and successors to pay to the British Government in perpetuity an annual tribute of four lakhs of Government rupees.

ARTICLE 3.

This Agreement shall be taken as part of, and supplementary to, the aforesaid Treaty of 1818.

Concluded at Simla on the thirty-first day of August 1871 A.D., one thousand eight hundred and seventy-one, by Captain Edward Ridley Colburne Bradford, Officiating Political Agent at Jeypore, on behalf of the British Government on the one part, and by Moomtaz-ud-dowla Nawab Mahomed Faiz Ali Khan Baha-

door, C.S.I., on behalf of the Jeypore State on the other, in virtue of full powers vested in them for that purpose.

E. R. C. BRADFORD, *Captain*,

Offg. Polit. Agent, Jeypore.

NAWAB MAHOMED FAIZ ALI KHAN BAHADOOR.

S. RAM SING.

MAYO.

Ratified by His Excellency the Viceroy and Governor-General of India at Simla, on the fourth day of September 1871.

C. U. AITCHISON,

Secy. to the Govt. of India.

No. VIII.

AGREEMENT between the BRITISH GOVERNMENT and HIS HIGHNESS SEWAI RAM SING, Maharaja of Jeypore, G.C.S.I., his heirs and successors, executed on the one part by COLONEL WILLIAM HOWELL BEYNON, Political Agent, Jeypore, under authority from MAJOR E. R. C. BRADFORD, C.S.I., Agent to the Governor-General for the States of Rajputana, in virtue of the full powers vested in him by the Governor-General of India in Council, and on the other part by THAKOOR FUTTEH SING, Prime Minister to the Maharaja of Jeypore, in virtue of the full powers conferred upon him by the Maharaja,—1879.

Whereas the British Government is desirous of abolishing artificial restrictions on, and impediments to, internal trade, and with this object proposes to abolish the Inland Customs Line, and has already remitted the duty thereat levied on sugar and other saccharine produce exported from British territory into Jeypore and other Native States;

And whereas the Maharaja of Jeypore is willing, under certain conditions, to co-operate with the British Government in giving effect to this measure, both by making such arrangements in his own State as will facilitate the abolition of the said line without risk to the Imperial salt revenue, and by abolishing, of his own accord, for the relief of his subjects, all duties on salt, sugar, and other saccharine produce entering, leaving, or passing through his State:

The following Articles are agreed upon:—

ARTICLE 1.

The Maharaja of Jeypore agrees to suppress, and absolutely prohibit and prevent, the manufacture of salt within any part of the Jeypore State, whether

overtly or under the guise of manufacturing saltpetre or other saline product except at the Sambhur Lake and the Kuchor-Rewasa Surr, and to destroy and erase all other existing salt works, so that salt cannot be there made:

Provided that nothing in this Article shall be held to prohibit the *bonâ fide* manufacture of saltpetre at any work now existing within the Jeypore State, of the opening at any time, with the previous knowledge of the Political Agent, or such new saltpetre works as the Maharaja of Jeypore may consider necessary.

ARTICLE 2.

In consideration of the uniform annual payment by the British Government of a net sum of four lakhs of rupees (British currency) year by year, the Maharaja of Jeypore agrees to transfer to the British Government the one hundred and seventy-two thousand (172,000) maunds of Sambhur salt, which the said Maharaja is under Article 7 of the Sambhur Lake Treaty (exchanged and ratified on the 7th of August 1869), annually entitled to receive on payment of nine annas per maund. The said four lakhs shall be paid in half yearly instalments, the first instalment being paid six months after the date on which this Agreement comes, into force.

ARTICLE 3.

No tax, toll, transit duty, or due of any kind whatsoever shall be levied by or with the permission or knowledge of, the Maharaja of Jeypore on salt, whether exported from, imported into, carried through, or consumed within, the Jeypore State, anything in Article 9 of the aforesaid Sambhur Lake Treaty to the contrary notwithstanding:

Provided that nothing in this Article shall be held to affect in any way the provisions of Article 11 of the said Treaty.

ARTICLE 4.

No tax, toll, transit duty, or due of any kind whatsoever, shall be levied by, or with the permission or knowledge of, the Maharaja of Jeypore on sugar or other saccharine produce, whether exported from, or imported into, or carried through, the Jeypore State:

Provided that nothing in this Article shall be held to prohibit the levy, according to present practice, by the Maharaja of Jeypore of octroi, choongi, or other cess or duty on the aforesaid articles when imported into towns the population of which exceeds 5,000 inhabitants.

ARTICLE 5.

The Maharaja of Jeypore agrees to forbid the importation into, or the exportation from, the Jeypore State of any salt whatever, other than salt upon which duty has been levied by the British Government, and the Maharaja will duly

investigate and punish all contraventions of his orders on this behalf which shall come to his knowledge.

ARTICLE 6.

If any stocks of salt be found to exist within the Jeypore State at the time when this Agreement comes into force the Maharaja will, if so required by the British Government, take possession of such stocks of salt, and will give the owners thereof the option either of transferring the salt to the British Government at such equitable valuation as His Highness may fix, in concurrence with the Political Agent, or of paying the said Agent such duty, not exceeding two rupees eight annas per maund, on such salt as the Governor-General in Council may fix. In the event of the owners as aforesaid accepting the latter alternative they shall be allowed to retain the salt on which the said duty may have been paid, but not otherwise.

ARTICLE 7.

The Maharaja of Jeypore agrees to permit and authorize the British Government to assume the management of the Kuchor-Rewasa Surr, or salt source, and of the works therein situated pertaining to the villages of Rewasa, Kuchor, Nimbora, and Mundpoora.

The Maharaja of Jeypore will cause a line of demarcation to be laid down, in consultation with the Political Agent, enclosing the whole of the said salt source, and will extend the provisions of Articles 3, 5, 6, and 16, of the aforesaid Sambhur Lake Treaty, so far as they may be applicable, to the tract so enclosed. The British Government agree to the extension of Articles 10, 14, and 15 of the said Treaty to the said tract.

The British Government shall be at liberty at any time to close the said salt works, and shall further be bound to close them whenever the Maharaja of Jeypore shall so require. Provided that, in the event of the works being closed at the requisition of the Maharaja of Jeypore due notice of his intention to terminate the arrangement shall be given by him twelve months prior to the date on which he desires the works to be closed; and the Maharaja of Jeypore agrees to pay to the British Government fair compensation for all standing works and buildings within the line of demarcation. After the closure in either case of the said works all manufacture shall be thereat suppressed as provided in Article 1 of this Agreement. So long as the British Government shall retain the management of this source they engage to pay yearly on account thereof, through the Maharaja of Jeypore, to the Rao of Khandela the sum of Rupees (8,000) eight thousand, and to the Thakoor of Kuchor the sum of Rupees (3,000) three thousand. Any compensation due to these two landholders after the closure of the works shall be paid by the Government causing such closure.

ARTICLE 8.

The landholders of certain villages enumerated in Schedule A annexed to this Agreement having hitherto enjoyed certainprofits from salt-works therein situat-

ed, the British Government undertake to pay yearly to the Maharaja of Jeypore, as compensation to the said landholders, the sums entered opposite each village in the said Schedule, and the Maharaja of Jeypore agrees to distribute the said sums accordingly.

ARTICLE 9.

The Maharaja of Jeypore agrees to adopt equitable measures to relieve the right-holders in salt-works (other than those provided in Articles 7 and 8), all feudatories, jaghirdars, and other landholders and all kharols or salt workers, from any material losses which may be caused to them by the operation of this agreement.

ARTICLE 10.

None of the stipulations set forth in this Agreement shall be modified or annulled without the previous consent of both parties.

ARTICLE 11.

Nothing herein contained shall be deemed to affect any Treaty now existing between the British Government and the Maharaja of Jeypore, except as hereinbefore explicitly provided in Article 3, or in so far as any of its provisions may be repugnant hereto.

ARTICLE 12.

This Agreement is to come into force from a date to be fixed by the British Government.

Signed at Jeypore on the thirty-first day of January A.D. one thousand eight hundred and seventy-nine.

W. H. BEYNON, *Colonel,*

Political Agent, Jeypore.

THAKUR FATEH SINGH RATHOR.

S. RAM SING.

LYTTON,

Viceroy and Govr.-Genl. of India.

This Agreement was ratified by the Governor-General of India in Council at Simla on the eighth day of May A.D. 1879.

A. C. LYALL,

Secy. to the Govt. of India, Foreign Dept.

SCHEDULE A.

List of villages the landholders of which are entitled to receive compensation on account of the closure of the salt-works situated in the said villages, together with the amount of compensation to be paid by the British Government to the said landholders through the Government of Jeypore.

Number and name of village.	Amount of compensation.			Number and name of village.	Amount of compensation.		
	Rs.	*a.*	*p.*		*Rs.*	*a.*	*p.*
1. Babera	125	0	0	20. Kalwan	20	0	0
2. Chaukri	20	0	0	21. Pilwa	62	8	0
3. Mahlan	110	0	0	22. Pakhar	291	10	0
4. Ugras	135	0	0	23. Gopalgarh	50	0	0
5. Kasel	40	0	0	24. Kherli	20	0	0
6. Jhag	25	0	0	25. Mohana	140	0	7
7. Dudu	245	0	0	26. Gantori	40	0	0
8. Nagar	30	0	0	27. Chureti	20	0	0
9. Gumanpura	25	0	0	28. Marwa	21	0	0
10. Bharja	25	0	0	29. Dehri	60	0	0
11. Goari	25	0	0	30. Berara	20	0	0
12. Deo-ka-bas	48	0	0	31. Bara	35	0	0
13. Rainwal	40	0	0	32. Baragawn	125	0	0
14. Mundagarh	35	0	0	33. Dholera	25	0	0
15. Jhalra	60	0	0	34. Khatwa	21	0	0
16. Lagasar	50	0	0	35. Lawan	125	0	0
17. Bagrana	50	0	0	36. Durgraota	60	0	0
18. Butasri	25	0	0				
19. Rita	60	0	0	Total	2,309	2	7

No. I.

MEMORANDUM.

The Maharaja of Jeypore having requested that something definite may be laid down as to the disposal of the salt necessarily evolved in the process of saltpetre manufacture the undersigned has the honour to explain that this is a matter which the British Government desire to leave to the discretion of His Highness.

The British Government would, however, suggest that the Maharaja of Jeypore should cause a duty to be levied on all such salt at the same rate as may at the time be levied on salt manufactured at the Sambhur Lake, and that the duty thus levied, less, say, 10 per cent. for costs of collection, should be credited to the British Government. If, however, the Maharaja of Jeypore preferred it, he could take possession of the salt and make it over to some official of the British Government at Sambhur or Kuchor-Rewasa; or he could cause it to be sold by auction on the spot, making over any surplus in excess of the duty to the producer.

The amount, however, is so small that, as I have already explained, the British Government would desire to leave the matter wholly in the hands of the Maharaja of Jeypore, and it was on this account that no mention of the matter was deemed necessary in the Agreement.

No. 2.

MEMORANDUM.

With reference to the provisions contained in Articles 3 and 4 of the Salt Agreement for prohibiting the levy of any tax, toll, or due on salt, or on sugar and other saccharine produce within the Jeypore State, the undersigned has the honour to explain to the Maharaja of Jeypore that these provisions are understood not to prohibit the payment to choukidars of the usual fees which are taken from the owners or carriers of merchandise for watch and ward of goods, etc., at halting places or bazaars while the goods are in transit through the State. Whenever the services of the choukidars are given to salt merchants and carriers such services will of course be paid for in the ordinary manner.

No. 3.

MEMORANDUM.

With reference to Article 7 of the Salt Agreement, which provides for the assumption under certain circumstances of the Kuchor-Rewasa works by the British Government, the undersigned has the honour to explain to the Maharaja of Jeypore that the British Government have no desire to make any profit out of these works, but on the contrary only propose their maintenance in view to providing a large tract of country with salt at a cheaper rate than would otherwise be possible.

The British Government therefore accept the management of the works under the following further conditions not specifically provided for in the formal Agreement:

"If the total receipts* realized by the British Government from the sale of salt manufactured at Kuchor-Rewasa shall exceed the total expenditure incurred by the said Government in connection with the said source the surplus shall be made over to the Maharaja of Jeypore for division between the Rao of Khundela and the Thakoor of Kuchor, in such proportions as may be in accordance with existing custom and their respective rights. For the purposes of this provision the accounts shall be made up triennially beginning from the assumption of the management by the British Government and the accounts rendered by the British officer in charge of the said source shall be accepted as proof of the actual receipts and expenditure within the period to which they refer."

* Excluding duty.

No. 4.

MEMORANDUM.

With reference to Article 7 of the Salt Agreement the undersigned has the honour to communicate to the Maharaja of Jeypore the following memorandum

of the understanding which has been arranged upon certain points of detail in regard to the occupation and management by officers of the British Government of the Kuchor-Rewasa Salt Works:—

The line of demarcation of the Kuchor-Rewasa Salt Works shall be so laid down as to exclude all inhabited village sites, and it shall not be altered without the consent of the British Government and the Maharaja of Jeypore.

No subjects of the Maharaja of Jeypore, whether kharols or others, shall be permitted to settle or take up their abode permanently within the limits of the demarcation aforesaid.

The jurisdiction of the British officials employed at the salt works shall be strictly confined within the said limits; and the said officials shall not, unless with the consent of the Maharaja of Jeypore, take up their abode upon, or in any way occupy, any lands outside the said limits.

No subjects of the Maharaja of Jeypore shall ever be compelled by the British officials to labour at the salt-works against their will.

No. 5.

MEMORANDUM.

In the official memorandum from the Jeypore Durbar to Mr. Hume, dated 21st March 1877, the Durbar ask for information regarding the object of that clause in the draft Agreement regarding the prohibition of the export from its territories into British India of bhang, ganja, opium, spirits, and other intoxicating drugs.

The undersigned has the honour to explain that the import of such articles into British India has always been strictly forbidden, and that hitherto it has been mainly prevented by the Inland Customs Line, which will now be removed. Therefore it has become necessary to request the Jeypore Durbar and all other States bordering upon British India to assist the British Government by prohibiting the export of these articles from their States by the issue of notifications, and by orders to their officials for the arrest and punishment of offenders. If the Maharaja of Jeypore will favour the undersigned with a kharita engaging to take these and other ordinary administrative measures for the purpose aforesaid the matter can be thus settled, and no stipulation upon this head need be included in the Agreement.

No. 6.

DRAFT MEMORANDUM.

The Maharaja of Jeypore is quite willing, if so required by the British Government, to prohibit the export from his State into British territory of opium, bhang,

ganja, spirits, and other intoxicating drugs and preparations. By this it is not to be understood that the Maharaja binds himself that no such articles shall ever be smuggled out of Jeypore into British territory; all he would engage to do is to prohibit publicly such exportation, to direct his subordinate officials of all departments to prevent it so far as it may be practicable, and to punish all contraventions of his prohibition which may come to his notice.

The Maharaja could not undertake to maintain any special establishment to watch illicit traffic of this nature, but so far as may be practicable with existing establishments he would endeavour to suppress it.

No. IX.

AGREEMENT supplementary to the TREATY of 1868, regarding EXTRADITION,—1887.

Whereas a Treaty relating to the extradition of offenders was concluded on the 7th August 1868, between the British Government and the Jeypore State: And whereas the procedure prescribed by the Treaty for the extradition of offenders from British India to the Jeypore State has been found by experience to be less simple and effective than the procedure prescribed by the law as to the extradition of offenders in force in British India: It is hereby agreed between the British Government and the Jeypore State that the provisions of the Treaty prescribing a procedure for the extradition of offenders shall no longer apply to cases of extradition from British India to the Jeypore State; but that the procedure prescribed by the law as to the extradition of offenders for the time being in force in British India shall be followed in every such case.

Signed at Jeypore on the ninth day of July, A.D. one thousand and eight hundred and eighty-seven.

S. MADHO SINGH.

FREDERICK HENVEY,
Resident, Eastern Rajputana States.

RAO BAHADUR KANTU CHUNDER MOOKERJEE,
Chief Member of Council, Jeypore.

DUFFERIN,
Viceroy and Governor-General of India.

This agreement was ratified by His Excellency the Viceroy and Governor-General of India at Simla on the fifteenth day of August, A.D., one thousand eight hundred and eighty-seven.

H. M. DURAND,
Secy. to the Govt. of India, Foreign Dept.

No. X.

AGREEMENT BETWEEN THE GOVERNOR-GENERAL OF INDIA IN COUNCIL AND HIS HIGHNESS MAHARAJA SIR SEWAI MADHO SINGHJI, BAHADUR, G.C.S.I., MAHARAJA OF JEYPORE, ON BEHALF OF HIMSELF, HIS HEIRS AND SUCCESSORS,—1899.

Whereas His Highness Maharaja Sir Sawai Madho Singhji, Bahadur, G.C.S.I., Maharaja of Jeypore, maintains a force of Imperial Service Troops for the purpose of co-operating, if need be, in the defence of the British Empire, and

Whereas it is necessary to make definite arrangements for the effective control and discipline of the said troops when serving beyond the frontier of the Jeypore State;

It is hereby agreed between the Governor-General of India in Council of the one part and His Highness Maharaja Sir Sawai Madho Singhji, Bahadur, G.C.S.I., Maharaja of Jeypore, of the other, as follows, namely—

1. Whenever the said force or any portion thereof is moved beyond the frontier of the said State, the Governor-General in Council shall have power to appoint one or more British officers to command the said Imperial Service Troops, and such officer or officers shall, by virtue of this agreement, be authorised to administer in respect of the said Imperial Service Troops, so serving, the military laws and regulations to which they are subject under the law of the said State, and for that purpose and for the due preservation of discipline among the same, to convene all such Courts, and to issue all such orders, and pass all such judgments and sentences, and generally to exercise all such authority as might be lawfully convened, issued, passed and exercised respectively by the officers in command of the same when serving within the territorial limits of the said State: Provided always that the execution of every sentence so passed shall be carried out under the orders of His Highness Maharaja Sir Sawai Madho Singhji, Bahadur, G.C.S.I., Maharaja of Jeypore, or of some person to whom the requisite authority has been delegated by him.

2. In order further to ensure the efficiency of the said Imperial Service Troops, and the maintenance of discipline among them when serving along with Her Majesty's forces, His Highness Maharaja Sir Sawai Madho Singhji, Bahadur, G.C.S.I., Maharaja of Jeypore, has embodied in the disciplinary law of his State, applicable to the said Imperial Service Troops when employed on active service either within or without British India, the provisions, *mutatis mutandis*, of the Indian Articles of War. The due application and enforcement of the said provisions in respect of the Imperial Service Troops aforesaid shall be carried out under the authority of the officer or officers appointed by the Governor-General of India in Council in that behalf, under the first article of this agreement.

Signed at Jeypore on the twenty-eighth day of January A.D. one thousand eight hundred and ninety-nine.

S. MADHO SINGH,
Maharaja of Jeypore.

G. R. IRWIN,
Resident at Jeypore.

Approved and confirmed by the Government of India.

By order,

H. S. Barnes,

Simla; *Secretary to the Government of India,*

The 7th May 1901. *Foreign Department.*

No. XI.

Agreement entered into by the Maharaja of Jaipur regarding the cession of jurisdiction over the Jaipur portion of the Rewari-Phulera Chord Railway,—1904.

I, Sawai Madho Singh, Maharaja of Jaipur, hereby cede to the British Government full and exclusive power and jurisdiction of every kind over the lands in the said State which are, or may hereafter be, occupied by the Rewari-Phulera Chord Railway (including all lands occupied for stations, for out-buildings and for other railway purposes), and over all persons and things whatsoever within the said lands.

S. Madho Singh.

The 19th August 1904.

No. XII.

Agreement between the Jaipur Darbar (hereafter called "the Darbar") and the Bombay, Baroda and Central India Railway Company (hereinafter called "the Company") for working the Jaipur State Railway between Sanganer and Sewai Madhopur,—1906.

Under the conditions hereinafter appearing the Company agree to work the Jaipur State Railway on behalf of the Darbar for two years certain from the date upon which the branch from Sanganer to Sewai Madhopur is opened throughout for traffic; after which period this agreement shall be deemed to continue in force until the same shall be terminated by notice of not less than 12 calendar months from either party, but which notice shall only be given so as to expire on the 30th June or the 31st December in any year.

2. The Company shall have the entire control of the train and traffic arrangements of the Jaipur State Railway during the continuance of this agreement but neither the Company nor any other authority shall have control in matters of jurisdiction except the Darbar.

3. The Jaipur State Railway including lines, stations, buildings, sidings, furniture, weighing machines, dwellings for staff, level-crossings, signals, signal lamps, cash-safes, station sheets, engine and repairing sheds with their requisite

machinery, provision for water supply and all other necessary appliances. for working the line shall be provided by the Darbar and such alterations and additions thereto as may from time to time be mutually agreed upon as necessary shall be carried out by the Company at the cost of the Darbar and charged to the Capital account of the Jaipur State Railway, but the sanction of the Darbar shall in each case be previously obtained to such expenditure.

4. Engines, carriages, wagons, sheets, engine and carriage lamps, ropes and other appliances for the equipment of trains and vehicles shall be provided by the Company free of charge.

5. As regards the charges on account of working expenses in all departments (but excluding the cost of repairs due to such visitations as floods or earthquakes, etc., which shall be charged wholly to the Jaipur State Railway) the Company shall charge the Darbar the same percentage of the gross earnings of the Jaipur State Railway, as the total expenditure incurred in these departments for the half-year in question on the entire B. B. & C. I. Railway System bears to the earnings of that system, and such charges shall be deemed to and shall include supervision.

6. From the amounts thus apportioned chargeable as working expenses the Company shall defray all the working charges and pay the salaries of the staff and provide stationery, tickets, coal, oil, grease, current consumable stores, and all other necessary materials for the proper and efficient working of the Jaipur State Railway.

7. During the continuance of this agreement the Darbar shall provide and maintain for the purposes of the Jaipur State Railway such a force of Police as the Darbar may, in consultation with the Company, deem necessary for the protection of the line and of property in the trains and at or in each station thereof.

(a) The cost of this force shall be defrayed by the Darbar. The Officers appointed by the Darbar to look after the Police shall be directly under the control of the Company in all cases connected with the Railway traffic management of Station Police duties and with the investigations in cases of accident, but will be under the control of the Darbar in respect of appointment, promotion, dismissal, etc.

(b) Losses, damages, &c., proved to be due to negligence or default on the part of the Darbar's Police shall be made good by the Darbar, the amount being deducted from the net revenue of the Jaipur State Railway and credited to the Company.

(c) All suits arising out of compensation claims due to negligence or default on the part of the Darbar's Police in connection with local traffic within the limits of the Jaipur State Railway and such cases in connection with through traffic as come within the jurisdiction of the Darbar shall be tried in the courts of the Darbar, and payment of compensation in such cases will be made by the Company by debit to the Darbar.

8. All claims for damages arising out of the construction of, or any structural defect in, the Jaipur State Railway shall be met by the Darbar, the Company accepting no liability whatever on this account; and the Darbar shall also pay to the Company all expenses, including legal costs, which they may incur in respect of any suit or appeal brought or filed in connection with any such claim as aforesaid.

9. The Company shall be responsible for the collection of all revenue appertaining to the Jaipur State Railway, including such rents as may be charged, under the Company's rules, to any of their servants, or the servants of the Darbar occupying dwelling houses, the property of the Darbar, and shall pay the same into the British Indian Government Treasury in the same manner as their own earnings.

10. The Company shall furnish the Darbar with a weekly return of the approximate earnings of the Jaipur State Railway and at the close of each half-year, ending on the 30th June and the 31st December, with a full account both of receipts and expenditure.

11. The Company shall be at liberty to obtain advances from the British Indian Government Treasury to meet the cost of the working of the Jaipur State Railway and such advances shall be debited to the revenue advance account of the line as in the case of other lines worked by the Company.

12. The account as between the British Indian Government and the Darbar shall be finally adjusted at the close of each half-year, as soon as possible after the revenue account is rendered and the balance in favour of or against the Darbar shall then be paid over to it or by it, as the case may be. No interest shall be paid for money drawn from the British Indian Government Treasury as advances.

13. (*a*) The fares to be charged for Coaching Traffic and the rates to be charged for Goods Traffic shall be fixed from time to time by the Company in communication with and subject to the approval of the Darbar.

(*b*) In the absence of any special agreement between the Darbar and the Company the fares and rates for Coaching, Goods, and Miscellaneous Traffic, and the classifications of Goods on the Jaipur State Railway shall, as far as may be, conform to those generally in force from time to time on the Rajputana-Malwa Railway.

(*c*) Unless otherwise specially agreed to by the Darbar, local rates only shall be charged for the traffic on the Jaipur State Railway and the through rates shall be the sum of the ordinary local rates on the Jaipur State Railway added to any rates, ordinary or special, and whether through or local, to and from Sanganer Junction which may be in force from time to time on the Rajputana-Malwa Railway.

(*d*) Mails and Postal Officers on duty will be carried at the rates and on the conditions which may be in force from time to time on State Railways in British India.

14. At least one composite first and second class carriage will be attached to each passenger train on the Jaipur State Railway.

15. All money transactions under this agreement, as between the British Indian Government, the Darbar and the Company shall be in British Indian Government rupees, and the Company are to accept the British Indian currency only in payment of fares and rates.

16. The Indian Railways Act, 1890, or other the Act or Acts for the time being in force in British India relating to railways, and the Rules, Conditions and Forms thereunder for the time being applicable to the Rajputana-Malwa Railway, shall apply to the Jaipur State Railway; the said Act or Acts and Rules, Conditions and Forms shall, within railway limits on the Jaipur State Railway, constitute the law in force under which offences and actions affecting the Company and their servants in such limits shall be tried, and the Darbar shall take all such steps as may be necessary for the purpose of giving due effect to the provisions of this clause.

17. The Jaipur State Railway's trains shall work through direct to and from Jaipur from and to Sewai Madhopur over the Rajputana-Malwa Railway between Jaipur and Sanganer and no delay shall occur at Sanganer Junction in working the trains to and from Jaipur.

18. So long as this agreement is in force any additional works required at Jaipur will be paid for by the Company. As regards Sanganer station the Company shall provide all accommodation necessary for junction arrangements within its own fences and the Darbar will provide all necessary works and conveniences required exclusively for the use of its own line outside the Company's fences and inside and up to the limits of its own fences.

19. All the working expenses of the Jaipur-Sanganer Section shall be borne by the Rajputana-Malwa Railway, and during the continuance of this agreement all the earnings appertaining to this section on traffic carried between these two stations shall be credited to the Rajputana-Malwa Railway.

20. Subject to clause 7 hereof all claims in respect of the carriage of passengers, animals and goods, together with all legal costs incurred by the Company in respect of any suit or appeal relating to the same, shall be treated as working expenses and dealt with as provided for by the last preceding clause hereof.

21. The carriage of revenue stores for the Jaipur State Railway shall be at revenue rates.

22. So far as is possible the staff required on the Jaipur State Railway will be recruited from the natives of Jaipur.

23. Should any additional works chargeable to Capital be found necessary in connection with the Jaipur State Railway after its completion, complete plans and estimates for the scrutiny and approval of the Darbar shall be submitted by the Company before any such works are carried out.

24. The cost of all additional works or such improvements to existing works as may be necessary for the proper working of the line or to meet the growth of traffic, which are properly chargeable to construction account, shall be dealt with as follows:—

(a) All works costing over Rs. 2,000 shall be charged to the Capital account of the Jaipur State Railway and shall be debited direct to the Darbar.

(b) In the case of works costing Rs. 2,000 or less, a charge to revenue will be admitted up to the same percentage of gross receipts as obtains for similar expenditure during the same half-year on the B., B. & C. I. Railway System: beyond this limit expenditure on works costing Rs. 2,000 or less shall be charged to the Capital account of the Jaipur State Railway and shall be debited direct to the Darbar.

25. Any suggestions by the Darbar as to timings of trains, rates or any other matters affecting State interests, or the public convenience shall be given every consideration by the Company.

26. His Highness the Maharaja of Jaipur's private saloon shall be allowed to run free of charge on any train running on the Jaipur State Railway.

27. The telegraph line along the Jaipur State Railway shall be constructed and maintained by the Imperial Telegraph Department on the same terms as regards charges for rent and maintenance as may be from time to time in force in the case of State Railways. The Company shall work the telegraph line in strict accordance with the rules which have been, or which may from time to time be, authorised by the Governor-General in Council for the adoption and working of licensed railway telegraph lines in British India.

28. Any question or dispute which may arise in carrying out these arrangements shall be settled by arbitration, and arbitrators approved of by both parties will be appointed when necessary.

29. This agreement is subject to confirmation by the Board of Directors of the Company and the Government of India.

A. D. G. Shelley,

Agent, B., B. & C. I. Railway.

Sansar Chandra Sen,

Rao Bahadur, M.V.O.,

Member, Jaipur Council.

Dated 11th September 1906.

No. XIII.

AGREEMENT BETWEEN THE GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF JAIPUR, HEREINAFTER CALLED HIS HIGHNESS' GOVERNMENT, AND THE BOMBAY, BARODA AND CENTRAL INDIA RAILWAY COMPANY, HEREINAFTER STYLED THE COMPANY, FOR THE WORKING OF HIS HIGHNESS' RAILWAYS FROM SANGANER TO SIWAI MADHOPUR, FROM JAIPUR TO REENGUS AND OF SUCH EXTENSIONS ON THE 3'—3⅜" GAUGE, AS IT MAY BE AGREED UPON BETWEEN HIS HIGHNESS' GOVERNMENT AND THE COMPANY TO INCLUDE IN THIS AGREEMENT, HEREINAFTER CALLED THE JAIPUR STATE RAILWAYS,—1918.

1. (*a*) This Agreement shall be held to have come into force on and from 19th December 1916, the date of opening for traffic of the Jaipur-Reengus Railway from Jaipur to Reengus and from that date shall supersede the Agreement, dated the 11th September 1906, come to between the Jaipur Darbar and the Company for working the Jaipur State Railway between Sanganer and Siwai Madhopur.

NOTE.—It is agreed that the terms of this agreement shall, with effect from 7th April 1918, be held to apply to the extension of the Jaipur-Reengus Railway from Reengus to Palsana which has been taken over by the Company for working from that date.

(*b*) This Agreement shall continue in force until terminated on one year's notice from either party to the Agreement. But such notice shall expire only on either the 30th September or the 31st March in any year.

Clause 1(b) as amended in 1920.

This Agreement shall continue in force until terminated on one year's notice from either party to the Agreement. But such notice shall expire only on the 31st March in any year.

(*c*) Under the conditions hereinafter recited, the Company agree to work, on behalf of His Highness' Government, the Jaipur State Railways and such extensions as it may be agreed upon between His Highness' Government and the Company to include in this Agreement.

2. All communications except those of a routine nature between His Highness' Government and the Company under this Agreement shall pass through the Resident at Jaipur.

3. The Company shall be subject in all respects, with reference to the Jaipur State Railways, to the same control by the Railway Board as they are with regard to their own line.

4. The Jaipur State Railways including lines, stations, buildings, sidings, furniture, weighing machines, dwellings for staff, level-crossings, signals, signal lamps, cash-safes, station sheets, engine and repairing sheds with their requisite machinery, provision for water supply and all other necessary appliances for working the line shall be provided by His Highness' Government, and such alterations and additions hereto, as may from time to time be mutually agreed upon as necessary, shall be carried out by the Company at the cost of His Highness'

Government and charged to the *Capital* account of the Jaipur State Railways, but the sanction of His Highness' Government shall in each case be previously obtained to such expenditure.

5. The Company shall have the entire control of the train and traffic arrangements of the Jaipur State Railways during the continuance of this Agreement, but neither the Company nor any other authority shall have control in matters of jurisdiction except His Highness' Government.

6. Engines, carriages, wagons, wagon sheets, engine and carriage lamps, ropes and other appliances for the equipment of trains and vehicles shall be provided by the Company *free* of charge.

7. (*a*) As regards all charges (except such charges as are separately provided for in Clause 7(*b*) of this Agreement) on account of maintenance of way and works including the repairs of bridges, stations and buildings, conservancy of rivers and all other works ordinarily constructed or repaired by the Engineering Department and as regards the expenses incurred in working the said Railways in other Departments, the said Company shall charge His Highness' Government the same percentage of the gross earnings as may be incurred in those Departments for the half-year in question on the Broad and Metre-gauge lines of the B. B. & C. I. Railway system and these charges shall be held to include supervision and the use of rolling stock.

Clause 7(a) as amended in 1920.

As regards all charges (except such charges as are separately provided for in Clause 7(*b*) of this Agreement) on account of maintenance of way and works including the repairs of bridges, stations and buildings, conservancy of rivers and all other works ordinarily constructed or repaired by the Engineering Department and as regards the expenses incurred in working the said Railways in other Departments, the said Company shall charge His Highness' Government the same percentage of the gross earnings as may be incurred in these Departments for the year in question on the Broad and Metre-gauge lines of the B. B. & C. I. Railway system and these charges shall be held to include supervision and the use of rolling stock.

(*b*) His Highness' Government shall be liable to provide funds for making good all damage to the said Jaipur State Railways and works which shall be due to extraordinary casualty affecting the same of such a nature that in accordance with the customary practice on Indian Railways the cost of making good such damages would be made a charge against Capital.

(*c*) Notwithstanding anything in Clause 7 (*a*) contained, the charges on account of maintenance of way and works including the repairs of bridges, stations and buildings, conservancy of rivers and all other works ordinarily constructed or repaired by the Engineering Department shall not be deemed to include charges incurred in repairs or renewals which may be or become necessary owing to defective design or defective construction of the Jaipur State Railways or any portion

of the same or to defective material used in the works constructed on the Jaipur State Railways or any of the same.

8. From the amounts received under Clause 7(*a*) the Company shall defray all the working charges and pay the salaries of the staff and provide stationery, tickets, coal, oil, grease, current consumable stores, and all other necessary materials for the proper and efficient working of the Jaipur State Railways.

9. (*a*) During the continuance of this Agreement His Highness' Government shall provide and maintain for the purposes of the Jaipur State Railways such a force of Police as they may, in consultation with the Company, deem necessary for the protection of the line and of property in the trains and at or in each station thereof.

(*b*) The cost of this force shall be defrayed by His Highness' Government. The Officers appointed by His Highness' Government to look after the Police shall be directly under the control of the Company in all cases connected with the Railway traffic management of Station Police duties and with the investigations in cases of accident, but will be under the control of His Highness' Government in respect of appointment, promotion, dismissal, etc.

(*c*) Losses, damages, etc., proved to be due to negligence or default on the part of His Highness' Government Police shall be made good by His Highness' Government, the amount being deducted from the net revenue of the Jaipur State Railways and credited to the Company.

(*d*) All suits arising out of compensation claims due to negligence or default on the part of His Highness' Government Police in connection with *local* traffic within the limits of the Jaipur State Railways and such cases in connection with *through* traffic as come within the jurisdiction of His Highness' Government, shall be tried in the courts of His Highness' Government and payment of compensation in such cases will be made by the Company by debit to His Highness' Government.

10. His Highness' Government shall hold the Company harmless and indemnified from and against all losses, suits, damages, costs, charges, expenses, claims and demands whatsoever (including all legal costs and charges incurred by the Company) to which the Company may become subject or liable whether jointly with His Highness' Government or any other person or persons or alone, for or in respect of any damage due or alleged to be due to any insufficiency or alleged insufficiency or to the location of any bridges, culverts, waterways, or other works constructed on the Jaipur State Railways or for or in respect of the interference or alleged interference with the natural drainage of the country by the construction of the Jaipur State Railways or for or in respect of any accidents caused or alleged to be caused by faulty design or by defective construction of ways and works or by the use of inferior materials employed in the construction of ways and works or any of them.

11. The Company shall be responsible for the collection of all revenue appertaining to the Jaipur State Railways, including such rents as may be charged,

under the Company's rules, to any of their servants, or the servants of His Highness' Government occupying dwelling houses, the property of His Highness' Government, and shall pay same into the British Indian Government Treasury in the same manner as their own earnings.

12. The Company shall furnish His Highness' Government with a weekly return of the approximate earnings of the Jaipur State Railways, and at the close of each half-year, ending on the 30th September and the 31st March, with a full account both of receipts and expenditure.

Clause 12 as amended in 1920.

The Company shall furnish His Highness' Government with a weekly return of the approximate earnings of the Jaipur State Railways, and at the close of each year, ending on the 31st March, with a full account both of receipts and expenditure.

13. The Company shall be at liberty to obtain advances from the British Indian Government Treasury to meet the cost of working of the Jaipur State Railways and such advances shall be debited to the Revenue advance account of the line as in the case of other lines worked by the Company. The account as between the British Indian Government and His Highness' Government shall be finally adjusted at the close of each half-year, as soon as possible after the revenue account is rendered and the balance in favour of or against His Highness' Government shall then be paid over to it or by it, as the case may be. No interest shall be paid for money drawn from the British Indian Government Treasury as advances.

Clause 13 as amended in 1920.

The Company shall be at liberty to obtain advances from the British Indian Government Treasury to meet the cost of working of the Jaipur State Railways and such advances shall be debited to the Revenue Advance Account of the line as in the case of other lines worked by the Company. The Capital and Revenue Accounts of the line shall be prepared for the year ending on the 31st March, but the net earnings of the line shall be paid to His Highness' Government each half-year, the payment for the first half-year being subject to adjustment at the end of the year. The account as between the British Indian Government and His Highness' Government shall be finally adjusted at the close of the year, as soon as possible after the Revenue Account is rendered and the balance (after deducting the payment for the first half-year) in favour of or against His Highness' Government shall then be paid over to it or by it, as the case may be. No interest shall be paid for money drawn from the British Indian Government Treasury as advances.

14. (*a*) The fares to be charged for coaching traffic and the rates to be charged for goods traffic shall be fixed from time to time by the Company in communication with and subject to the approval of His Highness' Government.

(*b*) In the absence of any special agreement between His Highness' Government and the Company, the fares and rates for coaching, goods and miscellaneous traffic, and the classification of goods on the Jaipur State Railways shall, as far as may be, conform to those generally in force from time to time on the B. B. & C. I. Railway (Metre-gauge System).

(*c*) Unless otherwise specially agreed to by His Highness' Government, the fares and rates for coaching, goods and miscellaneous traffic of the Jaipur State Railways for booking to and from stations on the B. B. & C. I. Railways Company's System and Foreign Railways beyond shall be calculated as if the former were an *integral* part of the B. B. & C. I. Railway (Metre-gauge System).

(*d*) The same terminals shall be charged on different descriptions of traffic on the Jaipur State Railways as on the B. B. & C. I. Railway (Metre-gauge System).

(*e*) Mails and Postal Officers on duty will be carried at the rates and on the conditions which may be in force from time to time on State Railways in British India.

(*f*) The Carriage of revenue stores for the Jaipur State Railways shall be at the revenue rate.

15. At least one composite first and second class carriage will be attached to each passenger train on the Jaipur State Railways.

16. All money transactions under this agreement, as between the British Indian Government, His Highness' Government and the Company shall be in British Indian Government rupees, and the Company are to accept the British Indian currency only in payment of fares and rates.

17. (*a*) So long as this agreement is in force the Company shall provide all accommodation necessary for *junction* arrangements at Jaipur, Sanganer and Reengus stations *within* its own fences and His Highness' Government shall provide all necessary works and conveniences required *exclusively* for the use of the Jaipur State Railways *outside* the Company's fences and *inside* and up to the limits of its own fences.

(*b*) As regards works at Reengus station the following orders of the Government of India (Foreign and Political Department), as conveyed in their letter No. 2179 I. B., dated 30th September 1916, will be acted on:—

(*i*) That the Jaipur Darbar should be allowed to construct and own their buildings, way and works *within* the existing fences of the Rewari-Phulera Railway land at Reengus station on the understanding that the land and jurisdiction shall be retained in the possession of the B. B. & C. I. Railway and that the management of the whole junction shall be vested in the Company.

(*ii*) The area to be allotted to the Darbar for this purpose to be that required for the construction of the Darbar's work as shown coloured green on plan No. 66 (290) modified so as to leave room for three Broad-gauge tracks between the platform faces.

(*iii*) The Darbar to acquire the Traffic Inspector's rest house at present situated on this land and to pay for it on a valuation.

(*iv*) The works constructed by the Darbar on this land to remain in possession of the Darbar and not to be altered by the B. B. & C. I. Railway Company in any way save by procedure as provided in para. *vi*, or in case of difference of opinion, after reference to decision of the Government of India.

(*v*) If the Rewari-Phulera Railway should at any time be converted to Broad-gauge, the future arrangements at Reengus station to be such as may be decided upon by the Government of India.

(*vi*) The Darbar to be consulted in all matters of importance connected with the management of the Darbar's property within the fences of the Rewari-Phulera Railway and due deference to be paid to their wishes by the B. B. & C. I. Railway.

(*c*) No charge shall be made by the B. B. & C. I. and Jaipur State Railways for works and conveniences *wheresoever* situated that are or may be provided by either Railway for the *joint* use of the two lines at Siwai Madhopur.

18. All the working expenses of the Jaipur-Sanganer Section shall be borne by the B. B. & C. I. Railway Metre-gauge System, and during the continuance of this agreement all the earnings appertaining to this section on traffic carried between these two stations shall be credited to the B. B. & C. I. Railway Metre-gauge System.

19. (*a*) Should any additional works chargeable to Capital be found necessary in connection with the Jaipur State Railways after its completion, complete plans and estimates for the scrutiny and approval of His Highness' Government shall be submitted by the Company before any such works are carried out.

(*b*) The cost of all additional works or such improvements to existing works as may be necessary for the proper working of the line or to meet the growth of traffic, which are properly chargeable to construction account, shall be dealt with as follows:—

(*i*) All works costing over Rs. 2,000 shall be charged to the Capital account of the Jaipur State Railways and shall be debited direct to His Highness' Government.

(*ii*) In the case of works costing Rs. 2,000 or less, a charge to revenue will be admitted up to the same percentage of gross receipts as obtains for similar expenditure during the same half-year on the B. B. & C. I. Railway System; beyond this limit expenditure on works costing Rs. 2,000 or less shall be charged to the Capital account of the Jaipur State Railways and shall be debited direct to His Highness' Government.

Clause 19(b) (ii) as amended in 1920.

In the case of works costing Rs. 2,000 or less, a charge to revenue will be admitted up to the same percentage of gross receipts as obtains for similar expendi-

ture during the same year on the B. B. & C. I. Railway System; beyond this limit expenditure on works costing Rs. 2,000 or less shall be charged to the Capial account of the Jaipur State Railways and shall be debited direct to His Highness' Government.

20. Subject to Clause 9 hereof all claims in respect of the carriage of passengers, animals and goods, together with all legal costs incurred by the Company in respect of any suit or appeal relating to the same, shall be treated as *working expenses* and dealt with as provided for in Clause 8 hereof.

21. The Jaipur State Railways' trains shall work through direct to and from Jaipur from and to Siwai Madhopur and Reengus over the B. B. & C. I. Railway.

22. So far as is possible the staff required on the Jaipur State Railways will be recruited from natives of Jaipur.

23. Any suggestions by His Highness' Government as to timings of trains, rates or any other matters affecting State interests, or the public convenience shall be given every consideration by the Company.

24. His Highness the Maharaja of Jaipur's private saloons shall be allowed to run free of charge on any train running on the Jaipur State Railways.

25. The Indian Railways Act, 1890, or other Act or Acts for the time being in force in British India relating to railways, and the Rules, Conditions and Forms thereunder for the time being applicable to the B. B. & C. I. Railway, shall apply to the Jaipur State Railways, the said Act or Acts and Rules, Conditions and Forms shall, within railway limits on the Jaipur State Railways, constitute the law in force under which offences and actions affecting the Company and their servants within such limits shall be tried, and His Highness' Government shall take all such steps as may be necessary for the purpose of giving due effect to the provisions of this clause.

26. The telegraph line along the Jaipur State Railways shall be constructed and maintained by the Imperial Telegraph Department on the same terms as regards charges for rent and maintenance as may be from time to time in force in the case of State Railways. The Company shall work the telegraph line in strict accordance with the rules which have been, or which may from time to time be, authorised by the Governor-General in Council for the adoption and working of licensed railway telegraph lines in British India.

27. Any question or dispute which may arise in carrying out these arrangements shall be settled by arbitration, and arbitrators approved of by both parties shall be appointed when necessary.

28. This agreement is subject to confirmation by the Board of Directors of the Company and the Government of India through the Railway Board.

R. WOOLLCOMBE,
Agent, B. B. & C. I. Railway.

MUNSHI RAMPRATAP,
Secretary, Jaipur Council.

Dated 21st December 1918.

No. XIV.

TRANSLATION of a SUNNUD, dated 2nd December 1803, granted by LORD LAKE to RAJAH ABHI SING of KHETREE.

To the present and future mutsuddies, chowdrees, and canongoes of Pergunnah Kot Pootlee, Sircar Narnowl, Souba Shahjehanabad, be it known—

Whereas Rajah Abhi Sing, Shekhawut of Khetree, has remained friendly to the English Government, as an acknowledgment to the said Rajah, subject to the approval of the Government, the pergunnah aforesaid is granted to him and his descendants in istumrar tenure without any further expense whatever than the payment of Rupees 20,001 per annum. The aforesaid Rajah will pay the sum fixed yearly, and at every harvest will remain friendly and obedient to the British Government and will keep the ryots contented. It is necessary that all the ryots and the zemindars of the pergunnah should look upon the Rajah as their master.* Be careful in this matter.

No. XV.

SUNNUD to the RAJAH of KHETREE granting him the PERGUNNAH of KOT POOTLEE,—1806.

To the present and future mutsuddies, chowdrees, canongoes, zemindars, cultivators, and ryots residing in the Pergunnah Kot Pootlee, district of Narnowl, in the Souba of Shahjehanabad, know—

That, whereas the aforesaid pergunnah with its mal and sair was formerly granted in istumrar to Rajah Abhi Sing on the part of the Honourable Company, and he has now paid up the fixed revenue thereof into the Company's Treasury until the end of the year 1213 Fuslee, the said pergunnah is in future with its mal and sair and all other rights except maafees, estates, jaghires, allimghas, rozenas, pooras, gardens, etc., (which have of old been free and continued so till the end of 1212 Fuslee), to be held in free gift by the said Rajah and his posterity from the beginning of 1214 Fuslee, the said Company hereby renouncing all claims whatever upon the said pergunnah and granting the aforesaid Rajah all the revenues thereof, this grant is, however, made upon the express condition that the said Rajah shall never require assistance or support from the said Company; but make all necessary arrangements entirely with his own forces, and ever act as a sincere well-wisher to the British Government. All the mutsuddies, etc., aforesaid must consider the aforesaid Rajah as the established maafeedar, and in no way be wanting in their respective duties and obedience, regularly paying the just revenues, and attending personally on the said Rajah for that purpose.

The said Rajah, on his part, will consider it his duty to conciliate the ryots and inhabitants of that district, and to promote their welfare and prosperity

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* Not literal.

and refrain from any oppressive measures which may be hurtful to them or prejudicial to their interests in such manner as to give no reason for complaint to the British Government of his conduct. The said Rajah must also use his utmost exertions to preserve the free passage of the roads through his district, and the safety of the property and persons of all travellers whatever, that they may be enabled to pass through them with ease and comfort; let him consider this as a positive injunction and act accordingly. Written 6th April 1806, corresponding with the 16th Mohurrum, 1221 Hijree.

I, Hernarain, the Plenipotentiary Agent of Rajah Abhi Singh Bahadoor (do hereby declare) that all the claims of the said Rajah upon the Honourable Company on account of pay to the Rissalahs of horse and foot who were employed at Narnowl, as also on account of horses killed, etc., in the service near Kotah, have been settled to the last mite from the period of their discharge, and I have received value for the same, so that no further demands remain. I have therefore written these few lines as a general discharge to have full force whenever it may be necessary.

Written 15th Mohurrum in the 48th year of His Majesty's reign.

No. XVI.

TREATY between the HONOURABLE ENGLISH EAST INDIA COMPANY and MAHARAJAH KULLIAN SING BAHADOOR, the RAJAH of KISHUNGURH, concluded by MR. CHARLES THEOPHILUS METCALFE on the part of the HONOURABLE COMPANY, in virtue of full powers granted by HIS EXCELLENCY THE MOST NOBLE THE MARQUIS OF HASTINGS, K.G., GOVERNOR-GENERAL, etc., etc., and by KAZEE FUTTEH MOHUMMUD KHAN, on the part of MAHARAJA KULLIAN SING BAHADOOR, according to full powers given by the RAJAH,—1818.

ARTICLE 1.

There shall be perpetual friendship, alliance, and unity of interests between the Honourable Company and Maharajah Kullian Sing and his heirs and successors, and the friends and enemies of one party shall be the friends and enemies of both parties.

ARTICLE 2.

The British Government engages to protect the principality and territory of Kishengurh.

ARTICLE 3.

Maharajah Kullian Sing and his heirs and successors will act in subordinate co-operation with the British Government, and acknowledge its supremacy, and will not have any connection with any other Chiefs or States.

ARTICLE 4.

The Maharajah and his heirs and successors will not enter into negociations with any Chief or State without the knowledge and sanction of the British Government; but the usual amicable correspondence with friends and relations shall continue.

ARTICLE 5.

The Maharajah and his heirs and successors will not commit aggression on any one. If by accident any dispute arise with any one the settlement of it shall be submitted to the arbitration and award of the British Government.

ARTICLE 6.

The Maharajah of Kishengurh will furnish troops at the requisition of the British Government according to his means.

ARTICLE 7.

The Maharajah and his heirs and successors shall be absolute rulers of their country; and the British jurisdiction shall not be introduced into that principality.

ARTICLE 8.

This Treaty of eight Articles having been concluded, and signed and sealed by Mr. Charles Theophilus Metcalfe and Kazee Futteh Mohummud Khan, the ratification by His Excellency the Most Noble the Governor-General and Maharajah Kullian Sing Bahadoor, shall be exchanged within twenty days from the present date.

Done at Delhi, this 26th day of March, A.D. 1818.

C. T. METCALFE.

KULLIAN SING BAHADOOR.

FUTTEH MOHUMMUD KHAN.

HASTINGS.

This Treaty was ratified by His Excellency the Governor-General, in Camp at Bansbareeah, on the seventh day of April 1818.

J. ADAM,

Secretary to the Governor-General.

No. XVII.

PURPORT of KHUREETA from the MAHARAJA of KISHENGURH to the address of the AGENT to the GOVERNOR-GENERAL for the STATES of RAJPOOTANA, dated the 8th July 1867.

The receipt of your khureeta of the 26th ultimo, communicating the willingness of the Government of India to grant me a sum of Rupees 20,000 annually as compensation for the loss the income of the State will suffer when a Railway passes through my territories, and requesting an early reply, has honored me. Its contents I have fully understood, and I would desire to offer to His Excellency the Viceroy and Governor-General my grateful thanks for this mark of kind consideration to myself and to my State.

I thankfully accept the compensation offered, *viz.*, Rupees 20,000 per annum, and would request you to inform the Government accordingly. At the same time I would ask you to express to His Excellency the Viceroy my gratitude, and the hope that he will continue to look with favour on my State.

I trust that, until I am fortunate enough to meet you again face to face, I may be honored from time to time by hearing from you.

No. XVIII.

EXTRADITION TREATY between the BRITISH GOVERNMENT and HIS HIGHNESS PIRTHEE SINGH, MAHARAJA of KISHENGURH, his heirs and successors, executed on the one part by LIEUTENANT-COLONEL RICHARD HARTE KEATINGE, C.S.I., and V.C., AGENT to the GOVERNOR-GENERAL for the STATES of RAJPOOTANA, in virtue of the full powers vested in him by HIS EXCELLENCY the RIGHT HONOURABLE SIR JOHN LAIRD MAIR LAWRENCE, BARONET, G.C.B., and G.C.S.I., VICEROY and GOVERNOR-GENERAL of INDIA, and on his own part by the MAHARAJA PIRTHEE SINGH,—1868.

ARTICLE 1.

That any person, whether a British or Foreign subject, committing a heinous offence in British territory, and seeking shelter within the limits of the Kishengurh State, shall be apprehended and delivered up by the latter Government to the former on requisition in the usual manner.

ARTICLE 2.

That any person, being a subject of Kishengurh, committing a heinous offence within the limits of the Kishengurh State, and seeking asylum in British territory, will be apprehended and delivered up by the latter Government to the former on requisition in the usual manner.

ARTICLE 3.

That any person other than a Kishengurh subject, committing a heinous offence within the limits of the Kishengurh State, and seeking asylum in British territory, will be apprehended and the case investigated by such Court as the British Government may direct. As a general rule such cases will be tried by the Court of the Political Officer in whom the political supervision of the Kishengurh State may at the time be vested.

ARTICLE 4.

That in no case shall either Government be bound to surrender any person accused of a heinous offence, except on requisition duly made by, or by the authority of, the Government within whose territories the offence shall be charged to have been committed, and also upon such evidence of criminality as, according to the laws of the country in which the person accused shall be found, would justify his apprehension and sustain the charge if the offence had been there committed.

ARTICLE 5.

That the following offences be deemed as coming within the category of heinous offences :—

1. Murder.
2. Attempt to murder.
3. Culpable homicide under aggravating circumstances.
4. Thuggee.
5. Poisoning.
6. Rape.
7. Causing grievous hurt.
8. Child-stealing.
9. Selling females
10. Dacoitee.
11. Robbery.
12. Burglary.
13. Cattle-theft.
14. Arson.
15. Forgery.
16. Counterfeiting coin, or uttering base coin.
17. Criminal breach of trust.
18. Criminal misappropriation of property.
19. Abetting the above offences.

ARTICLE 6.

The expense of any apprehension, detention or surrender made in virtue of the foregoing stipulations shall be borne and defrayed by the Government making the requisition.

ARTICLE 7.

The above Treaty shall continue in force until either of the high contracting parties shall give notice to the other of its wish to terminate it.

ARTICLE 8.

Nothing herein contained shall be deemed to affect any Treaty now existing between the high contracting parties, except so far as any Treaty may be repugnant thereto.

Done at Ajmere this twenty-seventh day of November in the year one thousand eight hundred and sixty-eight.

SIGNATURE OF THE MAHARAJA
OF KISHENGURH.

R. H. KEATINGE,
Agent, Governor-General.

JOHN LAWRENCE,
Viceroy and Governor-General of India.

This Treaty was ratified by His Excellency the Viceroy and Governor-General of India, at Fort William, on the 12th of December 1868.

W. S. SETON-KARR,
Secy. to Govt. of India, Foreign Dept.

No. XIX.

AGREEMENT between the BRITISH GOVERNMENT and HIS HIGHNESS MAHARAJA DHIRAJ MAHARAJA PIRTHI SING BAHADUR, of KISHENGARH, his heirs and successors, executed on the one part by COLONEL WILLIAM HOWELL BEYNON, Political Agent, Kishengarh, Rajputana, under authority from MAJOR E. R. C. BRADFORD, C.S.I., Agent to the Governor-General for the States of Rajputana, in virtue of the full powers vested in him by the Governor-General of India in Council, and on the other part by MEHTA SOBHAG SING, Dewan of Kishengarh, in virtue of the full powers conferred upon him by the Maharaja of Kishengarh,—1879.

ARTICLE 1.

The Maharaja of Kishengarh agrees to suppress, and absolutely prohibit and prevent, the manufacture of salt within any part of the Kishengarh State, whether overtly or under the guise of manufacturing saltpetre or other saline product, and to destroy existing salt-works, if any, so that salt cannot be there made.

ARTICLE 2.

No tax, toll, transit duty, or due of any kind whatever, shall be levied on salt, sugar, or any other article whatsoever, whether exported from or imported into, or carried through the Kishengarh State :

Provided that nothing in this Article shall be held to prohibit the levy by the Maharaja of Kishengarh of any octroi, choongi, or other cess or duty on any articles imported into any town within the Kishengarh State, the population of which exceeds 5,000 inhabitants, for actual consumption within the said town :

Provided also that nothing in this Article shall be held to debar the Maharaja of Kishengarh from levying any such duty on bhang, ganja, spirits, opium, or other intoxicating drug or preparation as he may consider necessary for excise purposes.

ARTICLE 3.

The Maharaja of Kishengarh agrees to prohibit and prevent the importation into, or consumption within, the Kishengarh State of any salt whatever, other than salt upon which duty has been levied by the British Government and the fifty maunds of salt mentioned in Article 7.

ARTICLE 4.

The Maharaja agrees also, if so required by the British Government, to prohibit the export from his State into British territory of any of the intoxicating drugs or preparations referred to at the close of Article 2.

ARTICLE 5.

If any considerable stocks of salt be proved to exist within the Kishengarh State at the time when this Agreement comes into force the Maharaja will, if so required by the British Government, take possession of such stocks, and will give the owners thereof the option either of transferring the salt to the British Government at such equitable valuation as he may fix, in concurrence with the Political Agent, or of paying to the said Agent such duty, not exceeding two rupees eight annas per maund, on such salt as the Governor-General in Council may fix. In the event of the owners as aforesaid accepting the latter alternative the salt on which the duty may be paid shall be restored to them.

ARTICLE 6.

The losses of salt manufacturers within the Kishengarh State having been considered in concert by the British Government and the Maharaja of Kishengarh the British Government hereby agree to pay the Maharaja of Kishengarh the sum of Rupees five thousand (Rupees 5,000) by way of compensation to the said persons, and the Maharaja undertakes to expend the said sum of Rupees 5,000 for the benefit of the said persons.

ARTICLE 7.

So long as the Maharaja of Kishengarh duly and efficiently observes the stipulations hereinbefore contained the British Government agree to pay to him yearly the sum of Rupees twenty-five thousand (Rupees 25,000) in half-yearly instalments, the first instalment to be paid after the expiration of six months from the date on which this Agreement comes into force.

Further, the British Government engage to deliver yearly at Sambhur, free of cost and duty, fifty (50) maunds of salt of good quality for the use of the Maharaja of Kishengarh to any one empowered by the said Maharaja in that behalf. This salt shall be forthwith removed into the Kishengarh State and shall not be re-exported therefrom.

ARTICLE 8.

None of the stipulations set forth in this Agreement shall be modified or annulled without the previous consent of both parties.

ARTICLE 9.

Nothing herein contained shall be deemed to affect any Treaty now existing between the British Government and the Maharaja of Kishengarh, except in so far as its provisions may be repugnant hereto.

ARTICLE 10.

This agreement is to come into force from a date to be fixed by the British Government.

Signed at Jeypore on the first day of February A.D. one thousand eight hundred and seventy-nine.

W. H. BEYNON, *Colonel,*

Poll. Agent, Jeypore and Kishengarh.

MEHTA SOBHAG SING,

Dewan of Kishengarh.

MAHARAJA'S SIGNATURE AND SEAL.

LYTTON,

Viceroy and Governor-General of India.

This Agreement was ratified by the Governor-General of India in Council at Simla on the eighth day of May A.D. 1879.

A. C. LYALL,

Secretary to the Government of India,

Foreign Department.

No. XX.

AGREEMENT supplementary to the TREATY of 1868 regarding EXTRADITION, —1887.

Whereas a Treaty relating to the extradition of offenders was concluded on the 12th December 1868, between the British Government and the Kishengurh State: And whereas the procedure prescribed by the Treaty for the extradition of offenders from British India to the Kishengurh State has been found by experience to be less simple and effective than the procedure prescribed by the law as to the extradition of offenders in force in British India: It is hereby agreed between the British Government and the Kishengurh State that the provisions of the Treaty prescribing a procedure for the extradition of offenders shall no longer apply to cases of extradition from British India to the Kishengurh State; but that the procedure prescribed by the law as to the extradition of offenders for the time being in force in British India shall be followed in every such case.

Signed at Jeypore this nineteenth day of July in the year A.D. one thousand eight hundred and eighty-seven.

F. HENVEY,
Resident.

MAHARAJA OF KISHENGURH'S SIGNATURE.
SYAM SUNDAR LAL,
Member of Council, Kishengurh.

DUFFERIN,
Viceroy and Governor-General of India.

This Agreement was approved and confirmed by His Excellency the Viceroy and Governor-General of India, at Fort William, on the twenty-eighth day of March A.D. one thousand eight hundred and eighty-eight.

H. M. DURAND,
Secretary to Government of India,
Foreign Department.

No. XXI.

MEMORANDUM of CONDITIONS regarding the manufacture of salt and the levy of duties within the LAWA ESTATE, agreed to by the THAKUR of LAWA for future observance,—1879.

ARTICLE 1.

The Thakur of Lawa agrees to suppress and absolutely prohibit and prevent the manufacture of salt within any part of the Lawa estate, whether overtly or

under the guise of manufacturing saltpetre or other saline product, and to destroy and erase existing salt works, if any, so that salt cannot be there made.

ARTICLE 2.

No tax, toll, transit duty, or due of any kind whatever, shall be levied by or with the permission or knowledge of the Thakur of Lawa on salt, sugar, or any other article whatsoever, whether exported from or imported into, or carried through the Lawa estate:

Provided that nothing in this Article shall be held to debar the Thakur of Lawa from levying any such duty on bhang, ganja, spirits, opium, or other intoxicating drug or preparation, as he may consider necessary for excise purposes.

ARTICLE 3.

The Thakur of Lawa agrees to prohibit the importation into, or consumption within the Lawa estate, of any salt whatever, other than salt on which duty has been levied by the British Government, and the ten maunds of salt mentioned in Article 5.

ARTICLE 4.

If any considerable stocks of salt be proved to exist within the Lawa estate at the time when this Agreement comes into force the Thakur of Lawa will, if so required by the British Government, take possession of such stocks, and will give the owners thereof the option either of transferring the salt to the British Government at such equitable valuation as he may fix, in concurrence with the Political Agent, or of paying to the said Agent such duty, not exceeding two rupees eight annas per maund, on such salt as the Governor-General in Council may fix. In the event of the owners as aforesaid accepting the latter alternative they shall be allowed to retain the salt on which duty so provided may be paid, but not otherwise

ARTICLE 5.

In consideration of the due and effectual observance by the Thakur of Lawa of all the stipulations hereinbefore provided the British Government agree to pay to him yearly the sum of rupees seven hundred in half-yearly instalments, the first instalment to be paid after the expiration of six months from the date on which this Agreement comes into force.

Further, the British Government engage to deliver yearly, at Sambhur, free of cost and duty, ten maunds of salt of good quality for the use of the Thakur of Lawa, to any one empowered by him in that behalf.

ARTICLE 6.

This Agreement is to come into force from a date to be fixed by the British Government.

Signed at Lawa on the seventeenth of January A.D. one thousand eight hundred and seventy-nine.

W. H. BEYNON, *Colonel*,

Political Agent, Jeypore.

DIRUT SING,

Thakur of Lawa.

LYTTON,

Viceroy and Governor-General of India.

This memorandum was ratified by the Governor-General of India in Council at Simla on the eighth day of May A.D. 1879.

A. C. LYALL,

Secretary to the Government of India,

Foreign Department.

III.—WESTERN RAJPUTANA STATES RESIDENCY.

The headquarters of the Resident, Western Rájputana States, are at Jodhpur.

(1) JODHPUR (MARWAR).

The State of Jodhpur ranks among the first three States of Rajputana. It was founded in 1459 by Jodha, a reputed descendant of the Rathor Rajput Kings of Kanauj. When Jodhpur became tributary to the Emperor Akbar the family gave several daughters in marriage to the Imperial family, and furnished some distinguished generals to the Imperial army. About the beginning of the eighteenth century Raja Ajit Singh became a party to the triple alliance with Udaipur and Jaipur to throw off the Muhammadan yoke. It was one of the conditions of this alliance that the Rulers of Jaipur and Jodhpur should regain the privilege of marriage with the Udaipur family, which they had forfeited by contracting matrimonial alliances with the Emperors, on the understanding that the offspring of the Princesses of Udaipur should succeed to the State in preference to all other children. The quarrels to which this stipulation gave rise induced the aspirants to power to invoke the help of the Mahratta leaders in support of their claims, and ultimately led to the subjection of all the Rajput States to the Court of Poona. Jodhpur was conquered by Scindia, who levied from it a tribute of sixty lakhs of rupees and took from it the fort and city of Ajmer.

At the commencement of the Mahratta war of 1803, Man Singh had just been elected by the nobles to be Ruler of Jodhpur after a long struggle with his cousin Bhim Singh. The alliance of the British Government was offered to him, and a Treaty (No. I) was concluded in 1803. But instead of ratifying it Man Singh proposed another: and as, in the meantime, he had also given assistance to Holkar, the Treaty was formally cancelled in May 1804. Internal disputes arose regarding the succession of Dhaukal Singh, a reputed son of Bhim Singh, and these were followed by a disastrous war with Jaipur, in which the freebooter Amir Khan first espoused the cause of Jaipur and then that of Jodhpur; terrified the Maharaja into abdication and pretended insanity; assumed the management of the State himself for two years; and ended by plundering the treasury and leaving the State with its resources completely exhausted.

Chhatar Singh, the only son of Maharaja Man Singh, assumed the regency on the withdrawal of Amir Khan in 1817. Negotiations with him, at the outbreak of the Pindari war, resulted in a Treaty (No. II) concluded in January 1818, by which Jodhpur was taken under protection, the tribute papable to Scindia was transferred to the British

Government, and the Maharaja engaged to furnish 1,500 horse for general service whenever required, and the whole forces of the Jodhpur State when necessary. Chhatar Singh died shortly after the conclusion of the treaty, whereupon his father threw off the pretence of insanity and resumed the administration.

Within a few months after his resumption of power Maharaja Man Singh put to death or imprisoned most of the nobles who, during his assumed imbecility, had shown any unfriendly feeling towards him. Others took refuge in neighbouring States, and appealed for aid to the British Government. Aid was refused; but an accommodation (No. III) was effected in 1824 with the Maharaja, through the mediation of the British Government. In 1827 the recusant nobles assembled their followers and, putting the pretender Dhaukal Singh at their head, prepared to invade Jodhpur from Jaipur territory. By giving facilities for this attack on Jodhpur, the Jaipur State was considered to have violated its treaty engagements in such a manner as to justify the British Government in adopting any measures which might seem expedient, to exact reparation for the infraction of a positive engagement and to prevent its mischievous effects: and strong remonstrances were addressed to the Maharaja of Jaipur. Although the attack on Jodhpur was headed by Jodhpur nobles, Man Singh claimed that it was a foreign aggression, and demanded protection under the Treaty of 1818: and the British Government called upon Dhaukal Singh to retire from the confederacy. He withdrew to Jhajjar, and the nobles settled their differences among themselves. At the same time Government declared that, although they might perhaps be required to protect the Maharaja against unjust usurpation or wanton rebellion, there was no obligation to support him against universal disaffection and insurrection caused by his own injustice, incapacity and misrule.

In 1824 twenty-one villages in the parganas of Chang and Kot-Kirana in Merwara were made over (No. IV) to the British Government for eight years, with a view to bringing the lawless Minas and Mers into submission, the Maharaja agreeing to pay Rs. 15,000 a year towards the expenses of the local corps which was then raised (*see* Part I, Mewar). The engagement was renewed (No. V) in 1835 for nine years, and seven additional villages were put under British administration. This lease expired in 1843. The Maharaja then resumed the seven villages, but expressed his readiness to leave the remaining twenty-one under the administration of the British Government for such time as might suit their convenience. But no definite arrangements were made; and the administration of these villages remained on this unsatisfactory footing for more than forty years.

By the 8th Article of the Treaty of 1818 the Jodhpur State was bound to furnish a contingent of 1,500 horse. In 1832 a demand was

made under this article for a force to co-operate against freebooters who had occupied Nagar-Parkar; but the contingent failed in its duty and proved perfectly useless. In 1835, therefore, the obligation to furnish the contingent was commuted (No. VI) to an annual payment of Rs. 1,15,000 towards the Jodhpur Legion, which was then raised.

In 1836 the tract of Mallani comprising 460 villages, all except one in the hands of Thakurs who paid a fixed annual tribute of Rs. 9,963-9-0 to the Darbar, was taken under the superintendence and control of the Resident, Jodhpur, owing to the acknowledged inability of the Darbar to maintain order within its limits. The fixed annual tribute, as also the revenue from other sources, was collected by the Resident and paid over to the Darbar.

In 1839, in consequence of disputes with the nobles and the subjection of the Maharaja to priestly influence, the misgovernment of Jodhpur was such that the British Government were compelled to interfere. A force was marched to Jodhpur, of which it held military occupation for five months: and Man Singh executed an Engagement (No. VII) to ensure future good government. The engagement was not binding on his successors.

Man Singh died in 1843 without sons of his body and without adopting a son. The succession lay between the Rulers of Idar and Ahmadnagar in the Bombay Presidency, Idar being the nearest of kin. It was left to the widows, the nobles, and the State officials interested to select the Ruler. Their choice fell on Takht Singh of Ahmadnagar, whom with his son Jaswant Singh they invited to Jodhpur. At this time Dhaukal Singh, the supposititious son of Bhim Singh, revived his claims, but they were set aside.

On his succession to Jodhpur, Takht Singh left his son Jaswant Singh at Ahmadnagar, and claimed the right to retain Ahmadnagar in his family, on the ground that the former ruler, Prithi Singh, had adopted Jaswant Singh and that he, Takht Singh, had only been regent and not actual ruler of Ahmadnagar. Inquiry, however, proved that for two years Takht Singh had been, and had been recognised as, the ruler of Ahmadnagar, and that, by the customs of Rajputana and Gujarat and by Hindu law, the right of succession of his family in Ahmadnagar was cancelled by his acceptance of the *gaddi* of Jodhpur. It was therefore decided in 1848 that Ahmadnagar should lapse to Idar, from which State it had been severed in 1784, and that Takht Singh should remove his family from Ahmadnagar and abstain from all interference in its affairs.

By the Treaty of 1818 (No. II) the tribute due from the Jodhpur State was Rs. 1,08,000; but in 1847 this was reduced to Rs. 98,000 in consideration of the cession (No. VIII) to the British Government of

the rights of Jodhpur to the district and fort of Umarkot. This district came into the possession of Jodhpur in 1780, but was wrested from it in 1813 by the Talpur Amirs of Sind. After the conquest of Sind the British Government promised to restore it to the Maharaja. But, as the fort of Umarkot was a valuable frontier post, and the district could not be controlled by Jodhpur, it was considered best for the British Government to retain possession of it, and to give compensation to Jodhpur in the shape of remission of tribute.

Takht Singh did good service during the mutiny; but the Jodhpur Legion mutinied and was replaced by the Erinpura Irregular Force, which afterwards became the 43rd Erinpura Regiment.

In 1862 the Ruler of Jodhpur received a Sanad of Adoption (*see* Part I, No. VIII).

In 1866 the Maharaja agreed (No. IX) to cede lands for railway purposes. All rights in such lands, short of actual sovereignty, were yielded to the British Government. Duties were abolished on all goods passing through the State without breaking bulk.

In 1867 the Ruler of Jodhpur was granted a permanent salute of 17 guns.

In 1868 an Extradition Treaty (No. X) was concluded with the Jodhpur State.

Under the rule of Takht Singh the affairs of Marwar fell into the utmost confusion. From the time of his accession to power he had never relaxed his endeavours to resume the villages which his predecessor had been compelled to restore in 1839. His unjust confiscations and exactions led to constant disputes with his nobles, which terminated in 1868 in open hostilities between the parties: and the principal nobles solicited the intervention of the British Government. Accordingly, while the nobles were given to understand that the interference of Government, if found necessary, would be carried out in a manner calculated to bear down all opposition, the Maharaja was informed that, unless he consented, within a given period, to be guided by the advice of the British authorities, he would be deprived of all authority for the rest of his life. In these circumstances the Maharaja signed an Agreement (No. XI) in 1868 by which he appointed a ministry to conduct the affairs of the State, and placed fifteen lakhs at their disposal for public expenditure. He also agreed to manage all the State villages through the ministers; to place under them the whole civil and criminal administration of the State; and to restrict his private expenditure to a certain sum. Provision was made for the maintenance of the eldest and other sons of the Maharaja, who also bound himself to abide by the decision of Government in regard both to the succession tax (hukamnama) to be levied from the nobles, and to the disputes

between the Darbar and certain of their number. This Agreement was to remain in force for four years unless a continuance of misrule should compel the British Government to interfere actively.

In conformity with the terms of Article 9 of this Agreement, certain rules for determining the levy of succession tax were accepted in 1869 by the Maharaja, who notified his adherence to them by proclamation, and ordered their adoption throughout his territories.* The territorial disputes between the Maharaja and the leading nobles, and differences with minor feudatories, involving the proprietorship of nearly 250 villages, were temporarily adjusted by the Political Agent on the basis of actual possession at the time of Takht Singh's accession to power. The Maharaja endeavoured on various pretexts to evade the fulfilment of his promises, but eventually appointed a committee to adjudicate on the respective claims: as, however, the scope of the enquiry excluded many villages in dispute, the measure was only partially successful in allaying the discontent. Under Article 8 of the agreement of 1868 the pargana of Godwar, estimated to yield a revenue of one lakh of rupees per annum was set aside for the maintenance of Jaswant Singh, the eldest son of the Maharaja.

In 1869 the Maharaja entered into an Agreement (No. XII) in connection with the construction of an Imperial road through the Jodhpur State.

In 1870 a Treaty (No. XIII) was concluded with Maharaja Takht Singh, for the lease of the Jodhpur share of the joint jurisdiction possessed by it and Jaipur over the salt manufactured at Sambhar. The terms of the lease were a payment of Rs. 1,25,000 per annum, with a royalty of 20 per cent. on the amount of all sales beyond 8¼ lakhs of maunds of salt per annum; the annual supply of 7,000 maunds of salt, free of all charges, for the use of the Darbar; and the abolition of transit duty on salt manufactured by the British Government. A second Treaty (No. XIV) was signed in April of the same year, by which the Jodhpur State agreed to lease to the British Government the Nawa and Gudha salt marts, which are also situated on the Sambhar Lake, at an annual rent of Rs. 3,00,000, with a royalty of 40 per cent. on sales in excess of 900,000 maunds of salt per annum. The conditions in the former Treaty regarding the free supply of 7,000 maunds of salt a year, and the abolition of transit duties, were maintained.

In 1872 Zorawar Singh, second son of Maharaja Takht Singh, took possession of the town and fort of Nagaur, in the hope of establishing by force of arms his claim to be considered heir to the *gaddi*, on the plea that his elder brother had been adopted to Ahmadnagar, and that he was the first son born to Maharaja Takht Singh after his accession

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* *See* Annexure to No. XI.

to Jodhpur. The insurrection was put down without bloodshed; and Zorawar Singh, whose claims were finally negatived by Government, was required to reside at Ajmer.

Takht Singh died in 1873, and was succeeded by his eldest son Jaswant Singh, who had for several months been entrusted by his father with the administration of the State.

Liberal provision was made by Maharaja Jaswant Singh for the numerous family left by his father. This was considered inadequate by some of the members, who made attempts to excite disaffection; but these ceased on its being understood that opposition to the legitimate authority of the Maharaja would be visited with the severe displeasure of the Supreme Government.

In 1879 an Agreement (No. XV) was concluded with Maharaja Jaswant Singh for the lease to the British Government of the four principal Daribas or salt sources of Jodhpur, all other salt sources being suppressed, with the exception of two whose annual out-turn was to be limited to 20,000 maunds. The agreement also provided for the prevention of the import and export of any salt except that on which British duty had been levied, and for the removal of export and transit dues on salt. In return the British Government agreed to pay to the Darbar an annual rent of Rs. 3,91,800; to certain jagirdars and others, through the Darbar, Rs. 19,595-5-3 a year; and to proprietors and others a sum of Rs. 3,00,000, as compensation for their loss of interests. The British Government further undertook to pay to the Maharaja Rs. 1,25,000 annually in consideration of his loyal and effective observance of the Agreement; to grant him 50 per cent. of any net profits which the British Government might make from the sale of salt at the leased works; to supply annually 225,000 maunds of good salt at a price not exceeding eight annas per maund, free of duty, for the use of the people of the State; and to deliver at Pachbhadra 10,000 maunds of good salt annually, free of all charges, for the use of the Maharaja.

Owing to the disorganised and disturbed condition of the Jalor district in Jodhpur, which borders on Sirohi, the Jodhpur Darbar had been required in 1871 to entrust the police arrangements of the entire border to the Political Superintendent, Sirohi, and to place at his disposal such a body of troops as he might require. A special Assistant to the Political Superintendent was also appointed. The energetic measures adopted by the Political Superintendent were the means of restoring order in these border districts, and in 1874 the police administration of the border was restored to Maharaja Jaswant Singh, who had himself made strenuous efforts, since his accession, to restore law and order throughout his territories. The peace of the Jalor-Sirohi border was again disturbed in 1879-80. The active measures taken by the Jodhpur and Sirohi Darbars led eventually to the capture of Sadul Singh, the outlawed Thakur

of Rewara, who was executed by order of the Darbar in September 1882. In the same year Lohiana, a village which for generations had resisted Darbar authority and had been the chief resort of the predatory Bhils of the border, was effectually overawed; and in 1883 Rana Salji, who owned the Lohiana estate, having become an outlaw, the Darbar confiscated Lohiana. The Rana died in outlawry in 1884. It was also in 1882 that Pratap Singh, brother of the Maharaja, took the first decided step towards establishing order on the Jaipur border by attacking Bararwa, a defiant village of Rajput robbers. In the same year the Sahrahis, bold Mussalman plunderers, were attacked by Raj troops; many were killed, and the notorious village of Boyatra, to which they belonged, was reduced to subjection. The lawless villagers of Sakra on the Jaisalmer border were brought under control in 1883.

In 1882 and 1883 the customs system was entirely reformed.

In 1884 an Agreement (No. XVI) was concluded between the Rajputana-Malwa Railway (now the Bombay, Baroda and Central India Railway) and the Jodhpur Railway for the interchange of traffic at Jodhpur Junction. This Agreement was slightly modified in 1901.

In 1884 the civil and criminal powers of the principal jagirdars were regulated and defined by mutual agreement. Under the scheme there are three grades of powers, the highest giving power to imprison for 6 months and to fine up to Rs. 300, with jurisdiction in civil suits up to Rs. 1,000.

In 1885 the British Government and the Darbar came to an arrangement (No. XVII) regarding the tenure on which the British Government administered the district of Marwar-Merwara (*see* Nos. IV and V). It was agreed that Jodhpur should retain sovereign rights over the tract and should receive Rs. 3,000 a year on account of its revenue and, in addition, 40 per cent. of any net surplus that might thereafter be realised from it. On these conditions the British Government retain permanent occupation and full administrative control over Marwar-Merwara.

In the same year Jodhpur became a party to the postal unity scheme.

In 1886 transit duties were partially, and in 1890 entirely, abolished.

In 1887 the Extradition Treaty of 1868 (No. X) was modified by an Agreement (No. XVIII) which provided that, in the extradition of offenders from British India to Jodhpur, the procedure for the time being in force in British India should be followed.

In 1889 Maharaja Jaswant Singh offered to place a Cavalry regiment at the disposal of the Government of India for Imperial Service.

In the same year an Agreement (No. XIX) was concluded with the Darbar for the construction of a railway between Jodhpur and Bikaner at the joint expense of the two States. In 1895 the Jodhpur-Bikaner Rail-

way and the Bombay, Baroda and Central India Railway made an Agreement (No. XX) for the interchange of coaching and goods traffic at Kuchaman Road Station, and rolling stock *viâ* Kuchaman Road, and for joint working at that station. This Agreement was subsequently modified in some details.

Jaswant Singh died in 1895 and was succeeded by his only son Sardar Singh. During his minority the administration was carried on by his uncle Pratap Singh as Musahib Ala. Maharaja Sardar Singh was invested with ruling powers in 1898.

A detachment of the Jodhpur Lancers served in the Frontier Expedition of 1897.

The civil and revenue jurisdiction of the tract of Mallani had been re-transferred to the Jodhpur Darbar in 1891, under certain conditions. The Resident, Jodhpur, retained in his own hands the administration of criminal justice and police, and special arrangements were made for the management of the finances. In 1898 the entire management of the tract was handed over to the Darbar.

In 1899 the Maharaja entered into an Agreement (No. XXI) for the effective control and discipline of his Imperial Service Troops when serving beyond the frontier of the State.

Measures for the conversion of the State silver coin into British rupees were sanctioned in 1900.

In the same year the Maharaja ceded (No. XXII) full and exclusive jurisdiction of every kind over lands in the State which were, or might thereafter be, occupied by the Jodhpur-Bikaner Railway, including future extensions: and an Agreement (No. XXIII) was made between the Government of India and the Maharaja of Jodhpur and the Council of Regency, Bikaner, for the construction and working of a metre-gauge railway from Balotra to Hyderabad (Sind).

A regiment of Jodhpur Lancers served in the China Expedition of 1900-01.

In 1902 the Maharaja's uncle Pratap Singh succeeded to the *gaddi* of Idar and left Jodhpur.

In 1903 Maharaja Sardar Singh was temporarily deprived of his powers owing to his unsatisfactory conduct, and the administration of the State was placed under the Mahkama Khas, acting under the general supervision of the Resident. In 1905 restricted powers were restored to him. These restrictions were removed in 1908 and he was allowed to exercise full ruling powers, subject to certain conditions.

In 1904 an Agreement (No. XXIV) was made between the Bombay, Baroda and Central India Railway and the Jodhpur-Bikaner Railway for the interchange of coaching and goods traffic at the Marwar Railway

Junction, and rolling stock *viâ* Marwar Railway Junction, and for joint working at that station. This Agreement superseded that made in 1884 (No. XVI) between the Rajputana-Malwa Railway and the Jodhpur Railway for the interchange of traffic at the same junction, named the Jodhpur Junction in that Agreement.

In 1905 the Darbar ceded (No. XXV) full and exclusive power and jurisdiction of every kind over the lands in the State which were, or might thereafter be, occupied by the Rewari-Phulera chord Railway, including future extensions.

In the same year the North Western Railway and the Jodhpur-Bikaner Railway entered into an Agreement (No. XXVI) for working the Hyderabad (Sind) Junction, for the interchange of traffic thereat, and for working the Rahoki and Tando Thoro Flag Stations as joint Stations.

Maharaja Sardar Singh died in 1911 and was succeeded by his eldest son Sumer Singh. During his minority the administration of the State was carried on by a Council of Administration under the Resident, which was soon replaced by a Council of Regency under the Presidency of Maharaja Pratap Singh, who returned to Jodhpur after abdicating the *gaddi* of Idar in favour of his adopted son.

In 1912 and 1913 two Contracts (Nos. XXVII and XXVIII) were executed between the Secretary of State and the Maharajas of Jodhpur and Bikaner, for the working by the Jodhpur-Bikaner Railway of the branches of the Sind Light Railway from Mirpur Khas to Jhudo and Khadro.

On the outbreak of the Great War the Darbar placed all the resources of the State at the disposal of the British Government. The Jodhpur Imperial Service Lancers served in France and Palestine, and Maharaja Sumer Singh, accompanied by the Maharaja Regent Pratap Singh, served with them in person for nearly two years on the French front.

Maharaja Sumer Singh was invested with ruling powers in 1916.

In the same year a Contract (No. XXIX), supplemental to the Agreement of 1912 (No. XXVII) for the working of the Mirpur Khas-Jhudo Railway, was entered into between the Secretary of State for India, the Sind Light Railway Company and the Jodhpur and Bikaner Darbars, for the adoption of the Government financial year in the preparation of accounts.

Maharaja Sumer Singh died on the 3rd October 1918 without male issue, and was succeeded by his brother the present Maharaja Umaid Singh, born on the 8th July 1903. During his minority the administration of the State was conducted by an Executive Council with Maharaja Pratap Singh as President, under the general control of the Resident.

In 1921 the Ruler of Jodhpur was granted a permanent local salute of 19 guns within his own territories.

In the same year the 43rd Erinpura Regiment, and the 42nd Deoli Regiment, were disbanded. They were replaced by a Mina Corps of 300 men, 100 of whom are stationed at Erinpura and 200 at Deoli. The Jodhpur contribution of Rs. 1,15,000, payable under the Agreement of December 1835 (No. VI) remains unchanged.

In the same year the Government of India recognised the right of the Darbar to levy import duty on dutiable articles imported by the employees of the Bombay, Baroda and Central India Railway for their own use, when employed on railway lands situated in the Jodhpur State.

Maharaja Pratap Singh died in September 1922, when the Resident at Jodhpur was appointed President of the Regency Council. Maharaja Umaid Singh was invested with full ruling powers on the 27th January 1923.

In 1923 the State enacted laws and regulations to give effect to the provisions of the International Opium Convention of 1912.

The joint partnership of the Jodhpur-Bikaner Railway was terminated on the 1st November 1924, from which date the Agreements of 1900 (No. XXIII) and the Contracts of 1912 and 1913 (Nos. XXVII and XXVIII) ceased to be operative, and the Jodhpur and Bikaner Darbars began to work, under separate management, the portions of the railway lying within their respective territories. The British Indian section of the line from the Jodhpur frontier to Hyderabad (Sind) and the connected branches from Mirpur Khas to Jhudo and Khadro are now worked by the Jodhpur Darbar. An agreement for this arrangement is still under the consideration of the Government of India.

The Jodhpur State has from time to time constructed at its own cost numerous sections of railway within its own territory, the total mileage of which is at present (1930) approximately 693.

Extradition arrangements have been effected between Jodhpur and numerous other States both in and outside Rajputana. A list of these is given in Appendix I.

The area of the State is 35,066 square miles; the population, according to the Census of 1921, 1,848,825; and the revenue Rs. 1,39,26,968, exclusive of alienations in jagir which comprise five-sixths of the total area of the State.

Under the reorganisation scheme of January 1921 the authorised strength of the Jodhpur State Forces consists (1929) of—

Jodhpur Sardar Risala	672
Jodhpur Sardar Infantry	791
Jodhpur Transport Corps (attached to Sardar Infantry) .	73
Jodhpur State Military Band (attached to Sardar Infantry)	39

The following other State forces are also maintained:—

Armed Police	1,660
Unarmed Police	1,016
Jagir Contingent Foot	15
Central Jail Guard	87
Mail Runners Guards	469

The State possesses 33 serviceable and 85 unserviceable guns.

With effect from the 1st January 1922 the designation "Imperial Service Troops" was changed to "Indian State Forces"

(2) JAISALMER.

Owing to its isolated situation, this State escaped the ravages of the Mahrattas. The first Ruler with whom the British Government entered into political relations was Maharawal Mulraj, who succeeded to power in 1762. He would gladly have accepted British protection in 1808, but the policy which limited the British ascendancy to the territories east of the Jumna prevented the formation of an alliance with him. In 1818, however, a Treaty (No. XXX) was concluded with him by which the State was guaranteed to his posterity; the Ruler was to be protected from serious invasions and dangers to his State, provided the cause of quarrel was not ascribable to him; and he was to act in subordinate co-operation with the British Government. No tribute was demanded from him. Up to 1823 the Jaisalmer State continued to urge its claims to territories in the possession of other Ruling Princes, but these claims were rejected, as the investigation of them was inconsistent with the engagements subsisting between the British Government and other States.

During the lifetime of Mulraj the State was virtually governed by his Minister Salim Singh, who committed serious atrocities. He put to death nearly all the relatives of the Maharawal, while those who escaped death fled from the State: the town of Jaisalmer was depopulated by his cruelty, and the trade of the country was interrupted.

Mulraj died in 1820 and was succeeded by his grandson Gaj Singh. At the time of the conclusion of the Treaty of 1818 Salim Singh had endeavoured to obtain a guarantee, such as was given to the Minister of the Kotah State, that the office of Minister would be hereditary in his family; and on his death in 1824 the leading men of the State appeared disposed to support the cause of his eldest son who, after a ministry of a few months, had been imprisoned by the Maharawal; but, on the British Government declaring that they did not intend to interfere with the just authority of the Maharawal in the appointment or punishment of his Minister, all parties returned to their allegiance.

In 1844, after the conquest of Sind, the forts of Shahgarh, Garsia and Ghotoru or Ghotru, which had been wrested from Jaisalmer, were restored to the State. The forts were given over by Mir Ali Murad Khan, by order of the British Government; but no sanad appears to have been given to the Ruler of Jaisalmer on this occasion.

Gaj Singh died in 1846 and his widow adopted Ranjit Singh, who succeeded him.

In 1862 the Ruler of Jaisalmer received a Sanad of Adoption (*see* Part I, No. VIII.)

Ranjit Singh died in 1864 and was succeeded by his brother Bairi Sal.

In 1867 the Ruler of Jaisalmer was granted a permanent salute of 15 guns.

In 1870 an Extradition Treaty (No. XXXI) was concluded with the Jaisalmer State. This was modified in 1887 by an Agreement (No. XXXIII), which provided that, in the extradition of offenders from British India to Jaisalmer, the procedure for the time being in force in British India should be followed.

In 1879 an Agreement (No. XXXII) was concluded with the State, providing for the abolition of all dues upon British duty-paid salt. By this agreement the Darbar also undertook to prevent the export of Jaisalmer salt from the State, and to limit the local manufacture of it to 15,000 maunds a year for local consumption.

Bairi Sal died in 1891, and his widows, with the consent of the Government of India, adopted Sham Singh, who took the family name of Salivahan. During his minority the administration of the State was conducted by the Resident, Western Rajputana States, as Superintendent, aided by a Council with the Diwan as President.

Salivahan was invested with full ruling powers in 1908. He died, leaving no issue, on the 11th April 1914. The Government of India, after consulting the Sardars of the State, selected as his successor the present Maharawal Jawahir Singh, born on the 18th November 1882, adopted son of Man Singh, Thakur of Eta, the senior living member of the ruling family. Maharawal Jawahir Singh was formally installed on the 9th July 1914.

On the outbreak of the Great War the Maharawal placed all the resources of his State at the disposal of the British Government. He also offered his personal services.

In 1922 the State enacted laws and regulations to give effect to the provisions of the International Opium Convention of 1912.

Extradition arrangements have been effected between Jaisalmer and the States of Jodhpur and Bikaner (*see* Appendix I).

The area of the State is 16,062 square miles; the population, according to the Census of 1921, 67,652; and the revenue, excluding alienations, about Rs. 4,81,342.

The military forces of the State consist (1929) of 208 Cavalry, 278 Infantry and 6 Artillery men with 13 serviceable and 8 unserviceable guns.

No. I.

TREATY of AMITY and ALLIANCE between the HONOURABLE the ENGLISH EAST INDIA COMPANY and MAHARAJAH DHEERAJ RAJ RÂJESHORE MAUN SING BAHADUR, settled by HIS EXCELLENCY GENERAL GERARD LAKE, COMMANDER-IN-CHIEF OF THE BRITISH FORCES in INDIA, in virtue of authority vested in him for that purpose by HIS EXCELLENCY THE MOST NOBLE RICHARD, MARQUIS WELLESLEY, KNIGHT OF THE MOST ILLUSTRIOUS ORDER OF SAINT PATRICK, one of HIS BRITANNIC MAJESTY'S MOST HONOURABLE PRIVY COUNCIL, CAPTAIN-GENERAL and COMMANDER-IN-CHIEF of all the LAND FORCES serving in the BRITISH POSSESSIONS in INDIA, and GOVERNOR-GENERAL in COUNCIL at Fort William in Bengal, in behalf of the HONOURABLE THE ENGLISH EAST INDIA COMPANY, and by MAHARAJAH DHEERAJ RAJ RAJESHORE MAUN SING BAHADUR, in behalf of himself, his heirs and successors,—1803.

ARTICLE 1.

A firm and permanent friendship and alliance is established between the Honourable the English Company and Maharajah Dheeraj Maun Sing Bahadur, and between their heirs and successors.

ARTICLE 2.

Whereas friendship has been established between the two States the friends and enemies of one of the parties shall be considered the friends and enemies of both, and an adherence to this condition shall be constantly observed by both States.

ARTICLE 3.

The Honourable Company shall not interfere in the government of the country now possessed by Maharajah Dheeraj, and shall not demand tribute from him.

ARTICLE 4.

In the event of any enemy of the Honourable Company evincing a disposition to invade the country lately taken possession of by the Honourable Company in Hindostan, Maharajah Dheeraj shall send the whole of his forces to the assistance of the Company's army, and shall exert himself to the utmost of his power in repelling the enemy, and shall neglect no opportunity of proving his friendship and attachment.

ARTICLE 5.

Whereas, in consequence of the friendship established by the second Article of the present Treaty, the Honourable Company become guarantee to the Maha-

rajah Dheeraj for the security of his country against external enemies. Maharajah Dheeraj hereby agrees that, if any misunderstanding should arise between him and any other State, Maharajah Dheeraj will, in the first instance, submit the cause of dispute to the Company's government that the government may endeavour to settle it amicably, if, from the obstinacy of the opposite party, no amicable terms can be settled, then Maharajah Dheeraj may demand aid from the Company's government. In the event above stated it will be granted, and Maharajah Dheeraj agrees to take upon himself the charge of the expense of such aid, at the same rate as has been settled with the other Chieftains of Hindostan.

ARTICLE 6.

Maharajah Dheeraj hereby agrees, although he is in reality the master of his own army, to act, during the time of war or prospect of action, agreeably to the advice and opinion of the Commander of the English army which may be employed with his troops.

ARTICLE 7.

The Maharajah shall not entertain in his service, or in any manner give admission to, any English or French subjects, or any other person from among the inhabitants of Europe, without the consent of the Company's government.

The above Treaty, comprised in seven Articles, has been duly concluded and confirmed by the seal and signature of His Excellency General Gerard Lake, at Surhindee in the Soubah of Akburrabad, on the 22nd day of December 1803 of the Christian era, corresponding with the 7th of Ramzan 1218 Hegira, and with the 9th of Poos Soodee, 1860 Sumbut, and under the seal and signature of Maharajah Dheeraj, Raj Rajeshore Maun Sing Bahadur, at on the 22nd day of December 1803 of the Christian era, corresponding with the of 1218 Hegira, and with the of 1860 Sumbut.

When a Treaty containing the above seven Articles shall be delivered to Maharajah Dheeraj, under the seal and signature of His Excellency the Most Noble the Governor-General in Council, the present Treaty under the seal and signature of His Excellency General Gerard Lake, shall be returned.

WELLESLEY.

This Treaty was ratified by the Governor-General in Council on the 15th January 1804.

G. H BARLOW.

G. UDNY.

No. II.

TREATY between the HONOURABLE ENGLISH EAST INDIA COMPANY and MAHARAJAH MAUN SING BAHADUR, RAJAH of JODHPORE, represented by the KOOWUR REGENT JOOGRAJ MAHARAJ KOOWUR CHUTTER SING BAHADUR, concluded by MR. CHARLES THEOPHILUS METCALFE on the part of the HONOURABLE COMPANY, in virtue of full powers granted by HIS EXCELLENCY THE MOST NOBLE THE MARQUIS of HASTINGS, K.G., GOVERNOR-GENERAL, and by BYAS BISHUN RAM and BYAS UBHEE RAM, on the part of MAHARAJAH MAUN SING BAHADUR, in virtue of full powers granted by the MAHARAJAH and the JOOGRAJ MAHARAJ KOOWUR aforesaid,—1818.

ARTICLE 1.

There shall be perpetual friendship, alliance and unity of interests between the Honourable English East India Company and Maharajah Maun Sing, and his heirs and successors; and the friends and enemies of one party shall be the friends and enemies of both.

ARTICLE 2.

The British Government engages to protect the principality and territory of Jodhpore.

ARTICLE 3.

Maharajah Maun Sing and his heirs and successors will act in subordinate co-operation with the British Government and acknowledge its supremacy; and will not have any connection with other Chiefs and States.

ARTICLE 4.

The Maharajah and his heirs and successors will not enter into any negociation with any Chief or State without the knowledge and sanction of the British Government: but his usual amicable correspondence with friends and relations shall continue.

ARTICLE 5.

The Maharajah and his heirs and successors will not commit aggressions on any one. If, by accident, disputes arise with any one they shall be submitted to the arbitration and award of the British Government.

ARTICLE 6.

The tribute heretofore paid to Sindia by the State of Jodhpore, of which a separate Schedule is annexed, shall be paid in perpetuity to the British Govern-

ment, and the engagements of the State of Jodhpore with Sindia respecting tribute shall cease.

ARTICLE 7.

As the Maharajah declares that, besides the tribute paid to Sindia by the State of Jodhpore, tribute has not been paid to any other State, and engages to pay the aforesaid tribute to the British Government; if either Sindia or any one else lay claim to tribute the British Government engages to reply to such claim.

ARTICLE 8.

The State of Jodhpore shall furnish fifteen hundred horse for the service of the British Government whenever required; and when necessary the whole of the Jodhpore forces shall join the British army excepting such a portion as may be requisite for the internal administration of the country.

ARTICLE 9.

The Maharajah and his heirs and successors shall remain absolute rulers of their country, and the jurisdiction of the British Government shall not be introduced into that principality.

ARTICLE 10.

This Treaty of ten Articles having been concluded at Delhi, and signed and sealed by Mr. Charles Theophilus Metcalfe and Byas Bishun Ram and Byas Ubee Ram; the ratifications of the same by His Excellency the Governor-General and by Raj Rajeesur Maharajah Maun Sing Bahadur and Joograj Maharaj Koowur Chutter Sing Bahadur shall be exchanged within six weeks from this date.

Done at Delhi, this sixth day of January A.D. 1818.

C. T. METCALFE.

BYAS BISHEN RAM.

BYAS UBHEE RAM.

JOOGRAJ MAHARAJ KOOWUR CHUTTER SING BAHADUR.

MAHARAJAH MAUN SING BAHADUR.

HASTINGS.

Ratified by His Excellency the Governor-General in camp at Oochar, this sixteenth day of January one thousand eight hundred and eighteen.

J. ADAM,

Secretary to the Governor-General.

Statement of the Tribute of Jodhpore.

Ajmere Rupees	1,80,000
Discount 20 per cent.	36,000
Jodhpore Rupees	1.44,000
Of which half in specie	72,000
" half in goods	72,000
	1,44,000
Deduct, loss in goods, half	36,000
Jodhpore Rupees	1,08,000

C. T. METCALFE.

Seal of BISKER RIR,

Vakeel.

By order of the Governor General,

J. ADAM,

Secretary to the Governor-General.

No. III.

1824.

TRANSLATION of an ENGAGEMENT on the part of the JODHPORE GOVERNMENT regarding the exiled Thakoors.

The Boodsoo and Chundawell Thakoors are not desirous of being recommended to favour; but the Chiefs of Ahwa, Assore, Neemage, and Rass, although they are not fit objects of mercy either,

TRANSLATION of REPLY on the part of the POLITICAL AGENT.

Maharajah Maun Sing having agreed to reinstate in their ancient possessions the Thakoors who had been exiled for former offences, in conformity with the wishes of the British Government who have deputed me here for that

nevertheless, in order to please the British Government, the estates they held in the time of Maharajah Bukht Sing shall be restored to them within the period of six months; a khureeta being given, however, from the Governor-General for the Maharajah's satisfaction to the following purport:—That if these Thakoors be deficient in duty or obedience, be guilty of any offence, or not conduct themselves conformably to the wishes of the Durbar, the Maharajah may act as he thinks proper.

This much has been agreed to for the present at the instance of the British Government; but if hereafter these Chiefs show themselves obedient and willing in affording their services to the State they shall be further rewarded; and with respect to some cther exiled Thakoors of inferior note they shall also be re-admitted to favour whenever they behave in a manner satisfactory to the Maharajah, but provided the British Government do not interpose in their behalf.

Dated Phagoon Buddee Egarees 1800 Sumbut.

FUTTEH RAJE,

Dewan.

purpose; if hereafter any of these Thakoors be guilty of any offence or act contrary to the pleasure of the Maharajah, it is declared in the Treaty that His Highness shall be ruler, the British Government will not again interfere in their behalf; and for the further satisfaction of the Maharajah a letter shall be given to this purport on the part of the Governor-General.

Dated 25th February 1824.

F. WILDER,

Political Agent.

No. IV.

1824.

TRANSLATION of an ENGAGEMENT on the part of the JODHPORE GOVERNMENT regarding the Marwar lands in Mairwarra.

This Durbar feels perfectly satisfied it would keep up an efficient Police in

TRANSLATION of REPLY on the part of the POLITICAL AGENT.

Whatever amount may be collected from the Marwar-Mairwarra villages made over in trust to British Government shall be deducted from the

Mairwarra and would be accountable for all occurrences there; but being ever desirous of pleasing the British Government, who wish to establish their own system for the better order of the tract, the sum of Rupees 15,000 shall be annually paid for eight years towards the expense of maintaining the Corps raised for this purpose, as pointed out by Mr. Wilder. Accordingly Chang Chitar and the other Khalseh villages, belonging to Marwar, in which the Thakoors of this Durbar were stationed through the assistance of a British Force sent to chastise them, shall be made over in trust for the above time; but the attendance of an Agent on the part of this Government must be permitted in order to take an account of the receipts, and a corresponding deduction be allowed for whatever may be collected. At the expiration of the stipulated period the contribution will cease and the lands will be taken back.

Dated 4th Rujub 1239 Hijree.

BYAS SOORUT RAM,

Vakeel.

fifteen thousand Rupees, and after eight years the villages shall again be made over to the management of the Jodhpore authorities and the contribution cease.

Dated 5th March 1824, corresponding with Phagoon Suddee Punchmee 1880 Sumbut.

F. WILDER,

Political Agent.

No. V.

1835.

TRANSLATION of an ENGAGEMENT on the part of the JODHPORE GOVERNMENT regarding the Marwar lands in Mairwarra.

Whereas this Durbar, with the view of acting in comformity with the wishes of the British Government and the advice and injunctions of their representative, Mr. Wilder, formerly agreed to pay

TRANSLATION of a REPLY on the part of LIEUTENANT TREVELYAN, Assistant Agent to the Governor-General for the States of Rajpootana.

The lease of the Marwar-Mairwarra villages, which were made over in trust to the British Government for a period of eight (8) years for the better order of the tract, on the understand

annually the sum of Rupees (15,000) fifteen thousand for a period of eight (8) years towards the expense of maintaining the corps newly raised for the purpose of preserving good order in the Mairwarra tract; and whereas the villages of Chang Chittar and others of Marwar, in which the thannahs of this Durbar were established through the aid of the British Force sent to chastise them, were made over in trust to the British Government for the above period, on an understanding that an accredited Agent on the part of this Government should be permitted to be in attendance for the purpose of inspecting and examining all accounts of the revenue of the said villages, and a deduction should be allowed from the annual contributions of Rupees (15,000) fifteen thousand, corresponding in amount to the aggregate collections from the said villages, and that at the expiration of this stipulated period, the said contribution should cease and the lands be restored.

2. And whereas the said agreement expired on the 5th of Phagoon Suddee Sumbut 1888 (corresponding with the 3rd of Rujub 1247 Hijree), and this Durbar, with the view again of conciliating the good wishes of the British Government and yielding to the injunctions of Major Alves, Agent to the Governor-General for the States of Rajpootana, communicated through his Assistant, Lieutenant Henry Trevelyan, does now engage to continue the payment to the British Government of the annual contributions aforesaid of Rupees (15,000) fifteen thousand towards the expense of maintaining the said corps and to replace in trust in their hands the villages of Chang Chittar and others aforesaid under similar conditions for a further period of nine (9) years, commencing from the 6th of Phagoon ing that the amount collected from them should be deducted from the amount contribution of Rupees (15,000) fifteen thousand, having expired, and a renewal of the lease having taken place for a further term of nine (9) years, and seven additional villages, agreeably to the list hereto appended, having at the same time been made over under similar condition to the former from the 2nd of Kartick Suddee 1892, the lease of those seven additional villages shall expire at the same time with that of the villages of Chang Chittar, &c., of Marwar-Mairwarra before held in trust. The collections from these villages will be accounted for in the same manner as those made from the other villages; and at the completion of nine (9) years from the above date, the former villages and those now made over in addition shall be returned to the management of the authorities of the Jodhpoor Government, and the contribution shall cease.

Concluded the 2nd of Kartick Suddee Sumbut 1892, corresponding with the 23rd of October 1835.

NAMES OF VILLAGES ABOVE ALLUDED TO

Ratureeah.	Dhal.
Naudnah.	Bhugoorah.
Ral.	Karwarah.

Chuttrajee ka Goodha.

H. W. TREVELYAN,

Asst. Agent, Govr.-Genl.

Sumbut 1888 (corresponding with the 5th of Rujub 1247 Hijree).

3. And further, with the desire of increasing the friendship at present subsisting between the British Government and this Durbar, it does hereby engage agreeably to their wishes to make over to them in trust, for a period commencing from the 2nd of Kartick Suddee Sumbut 1892 (corresponding with the 29th Jumadee Usanee 1251 Hijree) and ending with the conclusion of the engagement with regard to the villages, above alluded to, seven other villages, as below detailed, subject to the same conditions as those under which the transfer of the former villages of Chang Chittar, &c., was made.

4. After the conclusion of the abovementioned period the payment of the annual contribution in money and the lease of the villages, both now and before handed over to the British Government, shall cease to have effect, and the whole of the villages above adverted to shall be restored.

Concluded the 2nd of Kartick Suddee Sumbut 1892, corresponding with 29th Jumadee Usanee 1251 Hijree, and 23rd October 1835 A.D.

NAMES OF VILLAGES ABOVE ALLUDED TO.

Ratureeah.	Dhal.
Naudnah.	Bhugoorah.
Ral.	Karwarah

Chuttrajee ka Goodha

BYAS SIWAI RAM,

Vakeel.

No. VI.

TRANSLATION of an ARTICLE of AGREEMENT between MAHARAJAH MAUN SING BAHADOOR, RAJAH of JODHPORE, and the BRITISH GOVERNMENT, concluded by LIEUTENANT HENRY TREVELYAN, ASSISTANT AGENT, GOVERNOR-GENERAL for the STATES of RAJPUTANA,—1835.

Whereas Maharajah Maun Sing Bahadoor, Rajah of Jodhpore, having agreed to pay yearly, from the beginning of the month of Poose Sudee Proounmasee Sumbut 1892, the sum of one lakh and fifteen thousand Kuldar Rupees in lieu of the Contingent of fifteen hundred horse which he is bound to furnish when required, as specified in the eighth Article of his Treaty with the British Government, dated Delhi, the 6th January 1818; this paper is written as an agreement which cancels, on the part of the British Government the following words of the said eighth Article of the said Treaty, *viz.*: "The State of Jodhpore shall furnish fifteen hundred horse when required," and provides for the pecuniary payment at Ajmere by the State of Jodhpore as above stated, *viz.*, "one lakh and fifteen thousand Kuldar Rupees per year". The first payment of one lakh and fifteen thousand Rupees to be made on the first day of the month of Poose Sumbut 1893, and the same to be paid on the same date in each future year.

Done at Jodhpore, the 2nd of Poose Budi Sumbut 1892, corresponding with the 7th December 1835.

H. W. TREVELYAN,

Assistant Agent, Governor-General.

Confirmed by the Governor-General in Council on 8th February 1836.

No. VII.

ENGAGEMENT between the BRITISH GOVERNMENT and MAHARAJAH MAUN SING, —1839.

Between the august British Government and the Sirkar of Jodhpore friendship has of old subsisted, and in consequence of the negociation of the Treaty in Sumbut 1875 (A.D. 1818), this feeling has been established upon a firmer basis, mutual amity has thus existed down to the present time between the two Governments, and such will endure in future time.

At this time the following Articles of Agreement are concluded between the august British Government and Maharajah Maun Sing Bahadoor, the sovereign of Jodhpore, through Colonel John Sutherland :—

1st.—Now for the government of the country mutual deliberations having been agreed upon the Maharajah and Colonel Sutherland and the Sirdars and

Uhal-i-kars and the Khuwas Pasbans of the Raj will meet and institute rules for the government of the country which are to be acted upon now and henceforward; they will also define and settle the rights of the several Chiefs and of the Officers of the Government and of others depending upon it according to ancient usage.

2nd.—The British Political Agent and the Uhal-i-kars of the Raj of Jodhpore having counselled together will conduct the affairs of the government according to these rules and after having consulted the Maharajah.

3rd.—The said Punchayut will conduct all the affairs of government in accordance with ancient usage.

4th.—The Colonel Sahib has said that a British garrison shall be placed in the fortress of Jodhpore, and to this the Maharajah agrees. In other Principalities of Rajusthan, where Political Agents reside, they remain outside the city. Within the precincts of the fortress are only dwelling houses, and the area is very much confined. In this consists the difficulty; but nevertheless in view to gratify the Sirkar, the (proposition regarding the) British garrison has been approved, and a suitable spot having been selected it shall be established. The Durbar is under no kind of apprehension of the Sirkar.

5th.—Sreeje ka Mundur (*a*), Suroop (*b*), and Jogeswur (*c*), whether of the country or foreigners, their followers and associates, the Oomraos (*d*), the Keekas (*e*), Mutsuddees (*f*), the Khuwas Pasbans and others, shall experience no diminution of their dignity, honour, or profession as at present existing.

(*a*) Meaning the Mundurs of the Naths.
(*b*) Meaning Lukhmee Nath, Prag Nath and their relations.
(*c*) The Naths.
(*d*) Meaning the inside Thakoors.
(*e*) Meaning the illegitimate children of His Highness.
(*f*) Meaning Koosul Raj, Fouj Raj, &c.

6th.—The Kurbars shall exercise their functions in conformity to the rules which shall be established, but should any dereliction of duty be manifested they shall be replaced, after advising with the Maharajah, by other competent persons.

7th.—Those whose rights have been sequestrated shall be repossessed in accordance with the principles of justice, and the incumbents shall perform liege service to the Durbar.

8th.—The British Government having solely in view the continuance of the sovereign rights and interests of Marwar, and the preservation of the honour and reputation of the Maharajah, no diminution thereof shall take place at the hands of the said Sirkar, nor will it permit such diminution at the hands of others, and it becomes guarantee for the same.

9th.—The British Agent and the Uhal-i-kars of Marwar having consulted together will, according to the advice of the Maharajah and the rules to be established, adopt a suitable arrangement for the payment of the British tribute and Sower Khurch now due and for their regular payment in future. Claims on account of losses sustained shall be paid by the parties against whom proof shall be established, while the amount of claims by Marwar upon other States shall be recovered on the cases being duly proven.

10th.—The Maharajah having bestowed title deeds of jaghires on the Sirdars and secured a return of their allegiance and granted amnesty for the past, so in like manner shall the British Government extend a like pardon to all against whom it has conceived objection, to wit, the Suroops,* the Jogeswurs, the Oomraos, and the Uhal-i-kars.

* Meaning Lukhmee Nath, &c.

11th.—A British Agent having been appointed at this capital, tyranny or oppression shall not be suffered towards any person; no interference shall be exercised in regard to the six sects of religionists; and there shall be no destruction of life among the animals held sacred in Marwar.

12th.—Should the entire affairs of the Maharajah's government have been adjusted within a period of six months, a year, or eighteen months, the Political Agent and the British garrison shall be withdrawn from the fortress of Jodhpore, and should this be effected at an early period it will be a source of high gratification to the British Government, as its credit will be enhanced in its accomplishment.

13th.—The above engagement having been negociated as above described at Jodhpore on the 24th day of September 1839 will by Lieutenant-Colonel Sutherland be submitted for the confirmation or amendment of the Right Hon'ble the Governor-General of India, and a khureeta to the address of the Maharajah of the tenor of the above engagement shall be obtained from His Lordship.

The foregoing agreement has been concluded by Colonel John Sutherland in virtue of authority vested in him by the Right Hon'ble George Lord Auckland G.C.B., Governor-General of India.

The Seal and Signature of RIDH MUL,

Vakeel.

The Seal and Signature of FOUJ MUL.

NOTE by LIEUTENANT-COLONEL SUTHERLAND.

Article 4.—In the original draft it was merely stated that a garrison should be placed in the fort; what follows is the Maharajah's: "a suitable spot" was stated to mean that our garrison should not occupy the palace, the zenana, or the temples.

Article 5.—The landed and other rights of all these persons to be defined in conformity with the 1st Article.

Articles 2 and 6.—It was desired to say something of the exclusion of the Naths from all interference in the affairs of government, but urged by Maun Sing that they were effectually excluded by these Articles, being neither amongst the "Uhal-i-kars" nor the "Kurbars" of the Raj.

Article 9.—It was also desired to introduce a notice of the "Fouj Khurch," or the expense of the present armament as payable by Jodhpore. Maun Sing

urged that although the amount must of course be paid, yet it was unnecessary to introduce the mention of it amongst Articles relating to permanent charges against, and the future government of, the State.

Article 11.—Horned cattle, pea-fowl and pigeons are the only beasts and birds believed to be held sacred.

Article 13.—What relates to the negociation of the engagement by Lieutenant-Colonel Sutherland in virtue of authority conferred on him by the Governor-General stood originally at the head of the paper, but was changed by the Maharajah to the bottom.

No. VIII.

TRANSLATION of a NOTE from the JODHPORE VAKEEL to the POLITICAL AGENT, JODHPORE, dated 15th May 1847.

I communicated to His Highness the Maharajah the contents of your note of the 6th March last, intimating that, in lieu of the cession of Omerkote, a yearly deduction of Rupees 10,000 would be made from the 1,15,000 Sowar Khurch.

His Highness observed, "Omerkote was mine and my claim to it is clear, as the Sahib Bahadoor knows. As long as it remains in the possession of the British Government I may look upon it as belonging to myself; but whenever the British Government may be pleased to grant it away let it be granted to me, and not to another, for Omerkote was mine, so let it be granted to me. In Rajusthan we estimate a right to land very high, and the day on which Omerkote is given to me will be a day of great rejoicing.

"In the meanwhile may the 10,000 Rupees be deducted yearly from the 1,08,000 (tribute payable to the British Government). This deduction is granted in lieu of land, and tribute is leviable on land, therefore it ought to be deducted from the tribute."

Approved and confirmed by the Governor-General in Council on 17th June 1847.

No. IX.

TRANSLATION of a KHUREETA from HIS HIGHNESS the MAHARAJA of JODHPORE, G.C.S.I., to the address of the AGENT to the GOVERNOR-GENERAL for the STATES of RAJPOOTANA, dated the 19th July 1866.

I have had the pleasure to receive and understand your khureeta of the 19th February last to this effect, that Government considers the stipulations contained in my former letter to amount to a virtual refusal by this Durbar to have a Railway. I wish you to know that I never wished to disapprove of the Railway; indeed, I feel how many benefits it will confer on Marwar. What I first wrote regarding the loss of customs duties was founded on this that very little foreign goods are expended in Marwar, and that, besides salt, there is no other export of

importance produced in Marwar, therefore the chief income of this State is derived from transit dues on articles which pass through it (*i.e.*, without breaking bulk), and from the loss of this item my revenue will certainly suffer heavily. Still in deference to your address to me, to the wishes of the British Government, and to the benefit of all my subjects, I accede to the Railway passing through Marwar on the following conditions :—

ARTICLE 1.

Ground averaging 200 feet in area will be granted free for the line or stations whatever loss is incurred by villages, wells, or gardens in this land will be borne by this Durbar.

ARTICLE 2.

In this land the proprietary right will remain with this Durbar, all other rights will be yielded to the British Government, but no criminal of this State can take refuge in this land, any refugee in this land is to be surrendered to the officials of this State. Any criminal, being a resident of another State, taking refuge in this land, to be surrendered to and dealt with by the Political Agent of this State.

ARTICLE 3.

All goods passing through the State without breaking bulk will pass free of duty, but goods coming from without and breaking bulk in Marwar, or goods laden in Marwar and proceeding beyond it, will be liable to pay duty to this State.

ARTICLE 4.

As timber is scarce in Marwar wood cannot be supplied from it for the Railway passing through it.

Whenever a line of rail passing through Marwar may be decided on, every possible aid will be given towards its construction.

No. X.

EXTRADITION TREATY between the BRITISH GOVERNMENT and HIS HIGHNESS TUKHT SINGH, MAHARAJA of JOUDPORE, G.C.S.I., his heirs and successors, executed on the one part by CAPTAIN EUGENE CLUTTERBUCK IMPEY, POLITICAL AGENT in MARWAR, and POLITICAL SUPERINTENDENT, MULLANI, under authority from LIEUTENANT-COLONEL RICHARD HARTE KEATINGE, C.S.I., and V.C., AGENT to the GOVERNOR-GENERAL for the STATES of RAJPOOTANA, in virtue of the full powers vested in him by HIS EXCELLENCY THE RIGHT HON'BLE SIR JOHN LAIRD MAIR LAWRENCE, BARONET, G.C.B., and G.C.S.I., VICEROY and GOVERNOR-GENERAL of INDIA, and on the other part, by JOSHEE SHEORAJ, MOOSAHIB of JOUDPORE, in virtue of the full powers conferred on him by MAHARAJA TUKHT SINGH aforesaid,—1868.

ARTICLE 1.

That any person, whether a British or Foreign subject, committing a heinous offence in British territory, and seeking shelter within the limits of the

Marwar State, shall be apprehended and delivered up by the latter Government to the former, on requisition in the usual manner.

ARTICLE 2.

That any person, being a subject of Marwar, committing a heinous offence within the limits of the Marwar State, and seeking asylum in British territory, will be apprehended and delivered up by the latter Government to the former; on requisition in the usual manner.

ARTICLE 3.

That any person, other than a Marwar subject, committing a heinous offence within the limits of the Marwar State, and seeking asylum in British territory, will be apprehended, and the case investigated by such Court as the British Government may direct. As a general rule, such cases will be tried by the Court of the Political Agent in whom the political supervision of Marwar may at the time be vested.

ARTICLE 4.

That in no case shall either Government be bound to surrender any person accused of a heinous offence, except upon requisition, duly made by, or by the authority of, the Government within whose territories the offence shall be charged to have been committed, and also upon such evidence of criminality as, according to the laws of the country in which the person accused shall be found, would justify his apprehension and sustain the charge if the offence had been there committed.

ARTICLE 5.

That the following offences be deemed as coming within the category of heinous offences :—

1. Murder.
2. Attempt to murder.
3. Culpable homicide under aggravating circumstances.
4. Thuggee.
5. Poisoning.
6. Rape.
7. Causing grievous hurt.
8. Child-stealing.
9. Selling females.
10. Dacoitee.
11. Robbery.
12. Burglary.
13. Cattle-theft.
14. Arson.
15. Forgery.
16. Counterfeiting coin, or uttering base coin.
17. Criminal breach of trust.
18. Criminal misappropriation of property.
19. Abetting the above offences.

ARTICLE 6.

The expenses of any apprehension, detention, or surrender, made in virtue of the foregoing stipulations shall be borne and defrayed by the Government making the requisition.

ARTICLE 7.

The above Treaty shall continue in force until either of the high contracting parties shall give notice to the other of its wish to terminate it.

ARTICLE 8.

Nothing herein contained shall be deemed to affect any Treaty now existing between the high contracting parties, except so far as any Treaty may be repugnant thereto.

Done at Mount Abu, Rajpootana, this sixth day of August in the year one thousand eight hundred and sixty-eight.

E. C. IMPEY,

Political Agent.

Signature of JOSEE SHEORAJ, *Moosahib of the Maharaja of Joudpore, G.C.S.I.*

JOHN LAWRENCE,

Viceroy and Governor-General of India.

This Treaty was ratified by His Excellency the Viceroy and Governor-General of India at Simla, on the 26th day of August 1868.

W. S. SETON-KARR,

Secretary to the Government of India.

No. XI.

AGREEMENT between HIS HIGHNESS MAHARAJAH TUKHT SINGH, G.C.S.I., and LIEUTENANT-COLONEL R. H. KEATINGE, C.S.I., and V.C., GOVERNOR-GENERAL'S AGENT for the STATES of RAJPOOTANA, concluded in accordance with the directions contained in the Foreign Secretary's letter No. 1395 of the 3rd December 1868.

ARTICLE 1.

His Highness appoints the following Ministry to conduct the business of the State :—

JOSEE HUNSRAJ,
Chief Minister.

MEHTA BIJJEH SINGH,
Foujdaree Adalut.

MEHTA HURJEEWUN,
Revenue Duftur.

SINGHEE SUMRUTRAJ,
Dewanee Adalut.

PUNDIT SHEO NARAIN.

and, as the State Treasury is now empty, agrees to place the sum of 15 lakhs of rupees at their disposal for public expenditure. The Ministry are to exercise their functions under the direct orders of His Highness. They are not to receive any instructions through palace servants, or persons about the zenana; they are not to be at liberty to delegate their authority to others without the joint consent of the Maharajah and Political Agent.

ARTICLE 2.

If the Maharajah or the Political Agent considers the conduct of any Minister such as to necessitate his dismissal, or if a vacancy occurs from any other cause, a successor must be appointed by mutual consent. If an agreement on this point should not be possible the succession must be decided by the Governor-General's Agent, who will give full consideration to His Highness's wishes.

ARTICLE 3.

Except under orders of the Government of India no change is to be made during the term of this agreement in the established jurisdiction of the Nobles.

ARTICLE 4.

The whole management of the khalsa estates, and the civil and criminal jurisdiction in them, is to be exercised under the Maharajah's orders through the Ministry, and no portion of it is to be excluded or alienated without the Political Agent's consent.

ARTICLE 5.

No zenana village is to have jurisdiction in any case of murder, gang robbery or violent crime.

ARTICLE 6.

If any of the Maharajah's sons or relations, any personal servant, or any person from the zenana, should commit serious offences beyond the palace limits, His Highness will dispose of the matter, and will, if called upon to do so, inform the Political Agent of the orders passed in the case.

ARTICLE 7.

The Ministry is not to exercise authority within the palace limits.

ARTICLE 8.

The Maharajah binds himself to abide by any settlement negociated by the Political Agent for the permanent establishment of Maharaj Kour Jeswunt Singhjee and the younger sons. The Political Agent to be assisted in this duty by a Committee of three Thakoors and three Mootsuddees, to be nominated by the Governor-General's Agent; any question on which four of the Committee concur with the Political Agent to be accepted as settled.

ARTICLE 9.*

The Maharajah binds himself to abide by any settlement negociated by the Political Agent alone or with assessors, and confirmed by the Governor-General's Agent on the two following points :—

1st.—A permanent settlement of the question of Hookumnamah, or succession tax payable by the Thakoors of Marwar generally.

2nd.—A settlement of all disputes between the Durbar and the Thakoors of—

Awah. Asoph.
Goolur. Ahlneeawas.
Bajawas.

His Highness reserves to himself the option of appealing without delay against the Governor-General's Agent's award on both these points, but will, without hesitation, carry out the decision of the Government of India.

ARTICLE 10.

The Minister is to pay punctually in half-yearly instalments, to whoever the Maharajah may appoint, an annual sum of from Rupees 1,80,000 to Rupees 2,50,000, according to circumstances, for the private expenses (Khangee khuruch) of the palace.

This amount has been decided on a confidential estimate on record with His Highness and the Governor-General's Agent.

No member of the Ministry to accept office in the palace, or to receive any new appointment, without the consent of the Political Agent.

ARTICLE 11.

No State income to be diverted from the general treasury, or otherwise alienated, without the consent of the Political Agent, and the accounts to be so kept that the general financial condition of the State may be faithfully exhibited, and can clearly be understood from them.

The State accounts to be open to inspection by any person deputed by the Governor-General's Agent.

ARTICLE 12.

This engagement to remain in force for a period of four years, unless, in the meantime, a continuance of misrule or the weakness of the Marwar administration should force the Government of India to active interference.

*See Annexure.

ANNEXURE.

RULES FRAMED UNDER ARTICLE 9 OF AGREEMENT, dated 3rd December 1868.

1. *Hukmnama* shall be levied on succession in Marwar at the rate of three-fourths of the *rekh* without any abatement, such as *chauth*, &c., and subject to the exceptions hereinafter named. *Jagirat* shall be abolished, but *tirotra* and the usual fees, in the aggregate not exceeding 5 per cent., shall continue to be paid as heretofore in addition to *hukmnama*.

2. In successions in the direct line, that is to say, when the son succeeds his father, or the grandson his grandfather, no *rekh* shall be paid that year, nor shall service be performed.

3. In successions by collaterals, that is to say, by brothers, nephews, and the like, and in successions by adopted heirs, *rekh* shall be levied that year but service shall be excused.

EXCEPTIONS.

1. In any cases in which *hukmnama*, or a portion of *hukmnama*, is at present excused, by Sanad or by long-established custom, it shall still be excused in like proportion.

2. If any Thakur considers the *hukmnama* at the above rates too heavy he will be at liberty to allow the *Raj Zabti* to occupy his estate and take the gross revenues for one year, during which he will not be liable to *rekh* or service. This will prevent the possibility of dispute to which the examination of accounts might give rise.

3. Cases where the succession shall have followed within one year after the last preceding succession, in which event only one *hukmnama* shall be taken for both lapses, and cases where the succession shall have followed within two years of the last preceding succession, when one and a half *hukmnama* calculated at three-fourths of the *rekh* per year shall be levied only. Beyond two years *hukmnama* shall be paid on each lapse.

TRANSLATION of a KHARITA from HIS HIGHNESS the MAHARAJA of MARWAR to the address of the POLITICAL AGENT, JODHPUR, dated 14th MAY 1869.

Acknowledges receipt of Political Agent's letter of 26th April last regarding the settlement of the *hukmnama*, or succession tax, proposed by the Political Agent, and confirmed by the Governor-General's Agent, Rajputana, which has been thoroughly understood by His Highness.

Regarding *jagirat*, although the taking of *jagirat* from the raiyats is an old and ancient custom, which has descended from generations, and against which they have never complained, and hence its abolition is in every way a great loss to the Darbar, yet, since this tax was taken from the raiyats only I have deter-

mined, for the sake of their welfare and happiness, to abolish it. Moreover, although all jagirdars are prohibited in the decision from levying the same from their raiyats, yet, for greater security, I write that in case any jagirdar should hereafter take *jagirat* he will be liable to severe punishment. It is also known to you that the *hukmnama* is leviable from the estates of the jagirdars themselves, but many jagirdars take the amount by compulsion from their zilaiyats (dependants) and relatives who have to pay their own *hukmnama* separately, as they hold their pattas separately from the Darbar. Wherefore this practice ought also to be stopped, and punishment be awarded to those who transgress. The Darbar has therefore issued a Proclamation to all the jagirdars on this subject, a copy of which accompanies this letter.

Besides this *jagirat*, which used to be taken with the *hukmnama*, the Darbar will levy all other items in excess of the *hukmnama* which have hitherto been levied from ancient time. In fine, all the Articles written in your decision with the above emendations are quite acceptable in every way to the Darbar, and from henceforth they will be acted on accordingly.

TRANSLATION of a PROCLAMATION issued by HIS HIGHNESS the MAHARAJA of MARWAR, dated Jodhpur, the 14th May 1869.

The rules laid down by the Political Agent, Jodhpur, and confirmed by the Agent, Governor-General, Rajputana, regarding the levying of *hukmnama* or succession tax, are accepted by His Highness the Maharaja, and will be adopted in future in Marwar.

The *jagirat*, which hitherto has been levied from the raiyats, will, in merciful consideration of them, be excused for the future by His Highness. But it is ordered that all jagirdars should cease to take this item from their raiyats, and should any be found levying *jagirat*, either openly or secretly, on any pretence, or be convicted of taking *hukmnama* from *zilaiyats* or *bhayaps*, he will be liable to severe punishment.

No. XII.

TRANSLATION of a KHUREETA from HIS HIGHNESS the MAHARAJA of JOUDHPOOR, to POLITICAL AGENT, JOUDHPOOR, dated 7th March 1869.

It is known to you that it has been long under His Highness's consideration to construct an Imperial line of metalled road for the benefit of the public at large from Erinpoora to Burr in Marwar *via* Palee. Previously, during Major Nixon's and Captain Impey's tenure of office, orders had been issued by the Durbar, and here and there a road had been commenced; but owing to the expense of His Highness's journeys to Reean, Agra and Serolee the works had to be suspended.

You have now informed me that the Government of India are contemplating making an Imperial road through the Burr Pass, from Nya Nuggur in the

Ajmere District to Burr, and that the work in the Burr Pass has actually been commenced, and you have proposed that the road from Burr to Erinpoora through Marwar should be constructed by me, and you have also intimated that if the Durbar consented to the construction of the same the British Government would assist by giving a portion of the expenses. From this the Durbar felt its wishes were about to be realized. I have now given the subject my mature consideration and have determined to construct the line of road from Burr to Erinpoora through my territory, and to issue orders to that effect. Furthermore, a branch road from Joudhpoor to Palee will also be made, and as to the cost of the same, the expense of construction, exclusive of what the British Government may give, will be borne by the Marwar State, which will pay for and make all the work. Since it was necessary to inform you of the fact the above is submitted for your information. I have written to you with the view of obtaining your opinion and ideas on the construction of both these roads, and whatever is decided upon will be done according to your advice.

ARRANGEMENT concluded between HIS HIGHNESS TUKHT SING, MAHARAJA OF JOUDHPOOR, K.C.S.I., and COLONEL J. C. BROOKE, OFFICIATING POLITICAL AGENT, MARWAR, for the construction of the Imperial road through the State of Marwar, from Burr to Erinpoora,—1869.

The roads now sanctioned by the Maharaja are to be constructed by the Rajpootana Public Works Department. His Highness undertakes to pay for them at the rate of one lakh of Government Rupees yearly, but will be glad to see them prosecuted as vigorously as Government may choose, on the clear understanding that he is not to be called upon to pay interest for any sums advanced for the works in anticipation of the yearly lakh.

2. The total cost of the work to be defrayed in the proportion of 80 per cent. by the Marwar Government, and 20 per cent. by the Government of India.

The road to be constructed on the same model as the road already sanctioned through the Kishengurh State and the Ajmere District, and no increased expenditure to be permitted without the concurrence of the Durbar.

The present Dàk Bungalows to be put in thorough repair by the Department of Public Works, and a new Dàk Bungalow to be erected at Burr.

The present Burr Bungalow to be repaired and used as an Inspection Chowkee, and three others to be constructed between it and Erinpoora for the same purpose.

The Marwar Government to be charged only with their share of the Executive Division or Divisions employed on these works, but not with any portion of the supervising establishments.

3. No bridge estimated to cost more than Rupees 20,000 to be undertaken without the express sanction of the Maharaja.

4. With a view of keeping the Durbar informed of the expenditure and progress of the work a copy of all contracts entered into for these works to be furnished to it, and a monthly statement to be sent of expenditure incurred in departmental labour.

Any copies of accounts asked for by the Durbar will be furnished on its intimating its willingness to make arrangements for transcribing them.

5. An Agent will be appointed by the Durbar to meet the Executive Engineer who will locate the line. The Agent will remain with him and assist him in all matters in which the people of the country are concerned. As little injury as possible will be done to rubbee cultivation by the location of the line, and all arrangements for making over the land shall be made by the Durbar's Agent.

In case of any difficulty the Executive Engineer will address the Political Agent, who will consult with the Durbar. The portions of the road already constructed will be utilized as much as possible.

MAHARAJA TUKHT SING.

JOUDHPOOR,
The 8th April 1869.

J. C. BROOKE,
Offg. Political Agent, Marwar.

No. XIII.

TREATY between the BRITISH GOVERNMENT and HIS HIGHNESS MAHARAJAH TUKHT SING, G.C.S.I., of Jodhpoor, his heirs and successors, executed ON the one part by COLONEL JOHN C. BROOKE, OFFICIATING POLITICAL AGENT at the COURT OF JODHPOOR, under authority from LIEUTENANT-COLONEL RICHARD HARTE KEATINGE, C.S.I., and V.C., AGENT to the GOVERNOR-GENERAL for the STATES of RAJPOOTANA, in virtue of the full powers vested in him by HIS EXCELLENCY the RIGHT HON'BLE RICHARD SOUTHWELL BOURKE, EARL of MAYO, VISCOUNT MAYO of MONYCROWER, BARON NAAS of NAAS, K.P., G.M.S.I., P.C., &C., &C., VICEROY AND GOVERNOR-GENERAL of INDIA, and on the other part by JOSHEE HUNSRAJ, MOOSAHIB of MARWAR, in virtue of the full powers conferred on him by MAHARAJAH TUKHT SING aforesaid, —1870.

ARTICLE 1.

Subject to the conditions contained in the following Agreement, the Government of Jodhpoor will lease to the British Government its right of manufacturing and of selling salt within the limits of the territory bordering on the Sambhur Lake, as hereinafter defined in Article 4, and of levying duties on salt produced within such limits.

ARTICLE 2.

This lease shall continue in force until such time as the British Government desires to relinquish it, provided that the British Government shall give notice to the Government of Jodhpoor of its intention to terminate the arrangement two full years previous to the date on which it desires the lease to cease.

ARTICLE 3.

To enable the British Government to carry on the manufacture and sale of salt at the Sambhur Lake, the Jodhpoor Government shall empower the British Government and all officers appointed by the British Government for such purposes to enter and search, in case of suspicion, houses, and all other places, enclosed or otherwise, within the limits hereinafter defined, and to arrest and punish with fine, imprisonment, confiscation of goods, or otherwise, any and all persons detected within such limits in the violation of any of the rules or regulations which may be laid down by the British Government in regard to the manufacture, sale, or removal of salt or the prevention of unlicensed manufacture or smuggling.

ARTICLE 4.

The strip of territory bordering on the shores of the lake, including the town of Sambhur and twelve other hamlets, and comprehending the whole of the territory now subject to the joint jurisdiction of the States of Jodhpoor and Jeypoor, shall be demarcated, and the whole space inclosed by such line of demarcation, as well as such portions of the lake itself or of its dry bed as are now under the said joint jurisdiction, shall be held to constitute the limits within which the British Government and its officers are authorized to exercise the jurisdiction referred to in Article 3.

ARTICLE 5.

Within the said limits, and so far as such measures may be necessary for the protection or furtherance of the manufacture sale, or removal of salt, the prevention of smuggling, and the enforcement of the rules laid down in accordance with Article 3 of this Agreement, the British Government, or the officers by it empowered, shall be authorised to occupy land for building or other purposes, to construct roads, erect barriers, hedges, or buildings, and to remove buildings or other property.

If any land paying land revenue to the Government of Jodhpoor be occupied under the authority of the British Government for any of the purposes aforesaid, the British Government shall pay to the Government of Jodhpoor an annual rent equal to the amount of such revenue.

In every case in which anything involving injury to private property shall be done by the British Government or its officers under this Article, one month's previous notice shall be given to the Government of Jodhpoor, and in all such cases proper compensation shall be paid by the British Government on account

of such injury. In case of difference between the British Government or its officers and the owner of such property as to the amount of the compensation, such amount shall be determined by arbitration.

The erection of any buildings within the said limits shall not confer on the British Government any proprietary right in the land which, on the termination of the lease, shall revert to the Government of Jodhpoor, with all buildings or materials left thereon by the British Government.

No temples or places of religious worship shall be interfered with.

ARTICLE 6.

Under the authority of the Jodhpoor Government, the British Government shall constitute a Court, presided over by a competent officer, who shall usually hold his sittings within the abovementioned limits for the trial and punishment, on conviction, of all persons charged with violations of the rules and regulations referred to in Article 3, or offences connected therewith; and the British Government is authorized to cause the confinement of any such offenders sentenced to imprisonment either within the aforesaid limits or within its own territories as may seem to it most fitting.

ARTICLE 7.

From and after the date of the commencement of the lease the British Government will, from time to time, fix the price at which salt manufactured within the said limits, and intended for exportation beyond the limits of the Jodhpoor and Jeypoor States shall be offered for sale.

ARTICLE 8.

Of the stocks of salt owned jointly by the Governments of Jodhpoor and Jeypoor, and existing within the said limits at the commencement of the lease, the share belonging to the Jodhpoor Government, being the half of the stocks abovementioned, shall be transferred by the said Government to the British Government on the following terms:—

The Jodhpoor Government will transfer its share in five hundred and ten thousand (510,000) British Indian maunds of salt to the British Government free of cost. The price to be paid for the share of the Jodhpoor Government in the remainder of the said stocks shall be reckoned at six and a half annas (6½) per British Indian maund, and payment shall be made at this rate by the British Government to the Government of Jodhpoor, provided that the said payment of six and a half annas per maund to the Government of Jodhpoor shall only commence when salt in excess of eight hundred and twenty-five thousand (825,000) British Indian maunds is sold or exported by the British Government in any year, and then only on the share of such excess which belongs to the Government of Jodhpoor; and until the aggregate of such yearly excesses amounts to the full

quantity of the stocks of salt transferred over and above the said five hundred and ten thousand (510,000) British Indian maunds, the British Government shall not pay the royalty of 20 per cent. on the sale price of such excess, as provided in Article 12.

ARTICLE 9.

No tax, toll, transit duty, or due of any kind whatsoever shall be levied by the Jodhpoor Government or shall by it be permitted to be levied by any other person, on any salt manufactured or sold by the British Government, within the said limits, or while in transit through the Jodhpoor territory, and covered by a British pass, *en route* to any place outside the Jodhpoor territory.

ARTICLE 10.

Nothing in this Agreement shall be held to bar the sovereign jurisdiction of the Jodhpoor Government, within the aforesaid limits in all matters, civil and criminal, not connected with the manufacture, sale or removal of salt, or the prevention of unlicensed manufacture or smuggling.

ARTICLE 11.

The Government of Jodhpoor shall be relieved of all expenses whatsoever connected with the manufacture, sale, and removal of salt, and the prevention of unlicensed manufacture or smuggling within the limits aforesaid; and in consideration of the lease granted to it the British Government agrees to pay to the Jodhpoor Government, in two half-yearly instalments, an annual rent of one hundred and twenty-five thousand (1,25,000) Rupees, British currency, on account of the share of the Jodhpoor Government in the salt sold within the said limits, and the total sum of such annual rent, amounting to one hundred and twenty-five thousand (1,25,000) Rupees, British currency, shall be paid without reference to the quantity of salt actually sold in, or exported from, the said limits.

ARTICLE 12.

If the amount of salt sold in, or exported from, the said limits by the British Government in any year shall exceed eight hundred and twenty-five thousand (825,000) British Indian maunds, the British Government shall pay to the Government of Jodhpoor on all such excess (subsequent to the exhaustion of the stock referred to in Article 8) a royalty at the rate of 20 per cent. on the price per maund which shall have been fixed as the selling price under the first clause of Article 7.

In the event of any doubts arising as to the amount of salt on which royalty is claimable in any year, the accounts rendered by the principal British officer in charge at Sambhur shall be deemed conclusive evidence of the amounts actually sold or exported by the British Government within the periods to which they refer, provided that the Jodhpoor Government shall not be debarred from deputing one of its own officers to keep a record of sales for its own satisfaction.

ARTICLE 13.

The British Government agrees to deliver annually seven thousand (7,000) British Indian maunds of good salt, free of all charges, for the use of the Jodhpoor Durbar; such salt to be delivered at the place of manufacture to any officer empowered by the Jodhpoor Government to receive it.

ARTICLE 14.

The British Government shall have no claim on the land or other revenue, unconnected with salt, payable from the town of Sambhur or other villages or lands included within the limits aforesaid.

ARTICLE 15.

The British Government shall not sell salt within the Jodhpoor territory outside the limits of such jurisdiction as may be assigned to it by this or any other Agreement.

ARTICLE 16.

If any person employed by the British Government within the said limits shall have absconded after committing an offence, or if any person shall have absconded after committing a breach of the rules laid down under Article 3, the Jodhpoor Government shall, on sufficient evidence of criminality, make every effort to cause his arrest and surrender to the British authorities within the said limits, in case of his passing through, or taking refuge in, any part of the Jodhpoor territories.

ARTICLE 17.

None of the conditions of this Agreement shall have effect until the British Government shall actually assume charge of the manufacture of salt within the said limits.

The British Government may determine the date of so assuming charge, provided that, if such charge be not assumed on or before the 1st May 1871, the conditions of this Agreement shall be null and void.

ARTICLE 18.

None of the conditions contained in this Agreement shall be in any way set aside or modified without the previous consent of both Governments, and should either party fail or neglect to adhere to these conditions the other party shall cease to be bound by this Agreement.

Signed, sealed, and exchanged at Jodhpoor this twenty-seventh day of January A.D. eighteen hundred and seventy, corresponding to the eleventh day of Maha Bud Sumbut nineteen hundred and twenty-six.

J. C. BROOKE, *Col.*,
Offg. Poltl. Agent, Marwar.

Seal of State of Jodhpoor.

MAYO.

JOSHEE HUNSRAJ.

This Treaty was ratified by His Excellency the Viceroy and Governor-General of India at Fort William on the fifteenth of February 1870.

C. U. AITCHISON,

Offg. Secy. to the Govt. of India, Foreign Dept.

For Notification establishing Sambhar Court see Part II, Jaipur, No. VI.

No. XIV.

TREATY between the BRITISH GOVERNMENT and HIS HIGHNESS TUKHT SING, G.C.S.I., MAHARAJAH of JODHPOOR, his heirs and successors, executed on the one part by COLONEL JOHN C. BROOKE, OFFICIATING POLITICAL AGENT AT THE COURT of JODHPOOR, under authority from LIEUTENANT-COLONEL RICHARD HARTE KEATINGE, C.S.I. and V.C., AGENT to the GOVERNOR-GENERAL FOR THE STATES OF RAJPOOTANA, in virtue of the full powers vested in him by HIS EXCELLENCY the RIGHT HON'BLE RICHARD SOUTHWELL BOURKE, EARL of MAYO, VISCOUNT MAYO of MONYCROWER, BARON NAAS of NAAS, K.P., G.M.S.I., P.C., &c., &c., VICEROY and GOVERNOR-GENERAL of INDIA, and on the other part by JOSHEE HUNSRAJ, MOOSAHIB of MARWAR, in virtue of the full powers conferred on him by MAHARAJAH TUKHT SING aforesaid,—1870.

ARTICLE 1.

Subject to the conditions contained in the following Agreement the Government of Jodhpoor will lease to the British Government its right of manufacturing and of selling salt within the limits of the territory bordering on the Sambhur Lake, as hereinafter defined in Article 4, and of levying duties on salt produced within such limits.

ARTICLE 2.

This lease shall continue in force until such time as the British Government desires to relinquish it provided that the British Government shall give notice to the Government of Jodhpoor of its intention to terminate the arrangement two full years previous to the date on which it desires the lease to cease.

ARTICLE 3.

To enable the British Government to carry on the manufacture and sale of salt at the Sambhar Lake, the Jodhpoor Government shall empower the British Government and all officers appointed by the British Government for such purposes to enter and search, in case of suspicion, houses and all other places, enclosed or otherwise within the limits hereinafter defined, and to arrest and punish

with fine, imprisonment, confiscation of goods or otherwise, any and all persons detected within such limits in the violation of any of the rules or regulations which may be laid down by the British Government in regard to the manufacture, sale, or removal of salt, or the prevention of unlicensed manufacture or smuggling.

ARTICLE 4.

A strip of territory, bordering the shores of the lake throughout, within the separate jurisdiction of Jodhpoor, including Nawa, Goodha, and other villages and hamlets, and averaging two (2) miles in width measured from the high water limits of the lake, shall be demarcated, and the whole space enclosed by such line of demarcation, as well as such portions of the lake itself or of its dry bed as are now under the exclusive and separate jurisdiction of Jodhpoor, shall be held to constitute the limits within which the British Government and its officers are authorised to exercise the jurisdiction referred to in Article 3.

ARTICLE 5.

Within the said limits, and so far as such measures may be necessary for the protection or furtherance of the manufacture, sale, or removal of salt, the prevention of smuggling, and the enforcement of the rules laid down in accordance with Article 3 of this Agreement, the British Government, or the officers by it empowered, shall be authorised to occupy land for building or other purposes, to construct roads, erect barriers, hedges or buildings, and to remove buildings or other property.

If any land paying land revenue to the Government of Jodhpoor, be occupied under the authority of the British Government for any of the purposes aforesaid, the British Government shall pay to the Government of Jodhpoor an annual rent equal to the amount of such revenue.

In every case in which anything involving injury to private property shall be done by the British Government or its officers under this Article, one month's previous notice shall be given to the Government of Jodhpoor, and in all such cases proper compensation shall be paid by the British Government on account of such injury. In case of difference between the British Government or its officers and the owner of such property as to the amount of the compensation such amount shall be determined by arbitration.

The erection of any buildings within the said limits shall not confer on the British Government any proprietary right in the land, which, on the termination of the lease, shall revert to the Government of Jodhpoor with all buildings or materials left thereon by the British Government.

No temples or places of religious worship shall be interfered with.

ARTICLE 6.

Under the authority of the Jodhpoor Government the British Government shall constitute a Court, presided over by a competent officer, for the trial and

punishment, on conviction, of all persons charged with violations of the rules and regulations referred to in Article 3, or offences connected therewith; and the British Government is authorised to cause the confinement of any such offenders sentenced to imprisonment within the aforesaid limits or elsewhere as may seem to it most fitting.

ARTICLE 7.

From and after the date of the commencement of the lease the British Government will, from time to time, fix the price at which salt manufactured within the said limits shall be offered for sale.

ARTICLE 8.

The whole of the stocks of salt existing within the aforesaid limits at the commencement of the lease shall be transferred by the Jodhpoor Government to the British Government on the following terms:—

The Government of Jodhpoor will transfer six hundred thousand (600,000) British Indian maunds of salt to the British Government as stock with which to commence operations free of cost. The price to be paid to the Jodhpoor Government for the remainder of the said stock shall be reckoned at six and a half annas (6½) per British Indian maund, and payment shall be made at this rate by the British Government to the Government of Jodhpoor, provided that the said payment of six and a half annas (6½) per maund to the Government of Jodhpoor shall only commence when salt in excess of nine hundred thousand (900,000) British Indian maunds is sold or exported by the British Government in any year; and until the aggregate of such yearly excesses amounts to the full quantity of the stock of salt transferred, over and above the said six hundred thousand (600,000) British maunds, the British Government shall not pay the royalty of forty (40) per cent. on the sale price of such excess, as provided in Article 12.

ARTICLE 9.

No tax, toll, transit duty, or due of any kind whatsoever shall be levied by the Jodhpoor Government, or shall by it be permitted to be levied by any other person, on any salt manufactured or sold by the British Government within the said limits, or while in transit through the Jodhpoor territory and covered by a British pass, *en route* to any place outside the Jodhpoor territory, provided that on all salt sold for consumption within the territory of Jodhpoor, the Government of that State will be at liberty to levy whatever tax it may please.

ARTICLE 10.

Nothing in this Agreement shall be held to bar the sovereign jurisdiction of the Jodhpoor Government within the aforesaid limits in all matters, civil and criminal, not connected with the manufacture, sale or removal of salt, or the prevention of unlicensed manufacture or smuggling.

ARTICLE 11.

The Government of Jodhpoor shall be relieved of all expenses whatsoever connected with the manufacture, sale and removal of salt, and the prevention of unlicensed manufacture or smuggling within the limits aforesaid, and in consideration of the lease and other immunities hereby granted to it the British Government agrees to pay to the Jodhpoor Government, in two half-yearly instalments, an annual rent of three lakhs (3,00,000) of Rupees, British currency, and the total sum of such annual rent, amounting to three lakhs (3,00,000) of Rupees, British currency, shall be paid without reference to the quantity of salt actually sold in, or exported from, the said limits. The above sum of three lakhs (3,00,000) of Rupees shall include all rights of bhoom, transit dues, and huqs of every kind due to the Thakoor of Koochawun and others which the Jodhpoor Government agrees to satisfy.

ARTICLE 12.

If the amount of salt sold in, or exported from, the said limits by the British Government in any year shall exceed nine hundred thousand (900,000) British Indian maunds, the British Government shall pay to the Government of Jodhpoor on all such excess (subsequent to the exhaustion of the stock referred to in Article 8) a royalty at the rate of forty (40) per cent. on the price per maund, which shall have been fixed as the selling price under Article 7.

In the event of any doubts arising as to the amount of salt on which royalty is claimable in any year the accounts rendered by the principal British Officer in charge at Sambhur shall be deemed conclusive evidence of the amounts actually sold or exported by the British Government within the periods to which they refer, provided that the Jodhpoor Government shall not be debarred from deputing one of its own officers to keep a record of sales for its own satisfaction.

ARTICLE 13.

The British Government agrees to deliver annually seven thousand (7,000) British Indian maunds of good salt, free of all charges, for the use of the Jodhpoor Durbar; such salt to be delivered at the place of manufacture to any officer empowered by the Jodhpoor Government to receive it.

ARTICLE 14.

The British Government shall have no claim on the land or other revenue unconnected with salt, payable from the townships of Nawa, Goodha, or other or villages lands included within the limits aforesaid.

ARTICLE 15.

The British Government shall not sell any salt within the Jodhpoor territory outside the limits of such jurisdiction as may be assigned to it by this or any other Agreement.

ARTICLE 16.

If any person employed by the British Government within the said limits shall have absconded after committing an offence, or if any person shall have absconded after committing a breach of the Rules laid down under Article 3, the Jodhpoor Government shall, on sufficient evidence of his criminality, make every effort to cause his arrest and surrender to the British authorities within the said limits, in case of his passing through, or taking refuge in, any part of the Jodhpoor territories.

ARTICLE 17.

None of the conditions of this Agreement shall have effect until the British Government shall actually assume charge of the manufacture of salt within the said limits.

The British Government may determine the date of so assuming charge provided that, if such charge be not assumed on or before the first May 1871, the conditions of this Agreement shall be null and void.

ARTICLE 18.

None of the conditions contained in this Agreement shall in any way be set aside or modified without the previous consent of both Governments; and should either party fail or neglect to adhere to these conditions, the other party shall cease to be bound by this Agreement.

Signed at Jodhpoor on the eighteenth day of April A.D. one thousand eight hundred and seventy.

J. C. BROOKE, *Col.*,

Offg. Polil. Agent, Marwar.

Seal of State of Jodhpoor.

JOSHEE HUNSRAJ.

MAYO.

This Treaty was ratified by His Excellency the Viceroy and Governor-General of India at Simla on the twenty-sixth July 1870.

C. U. AITCHISON,

Offg. Secy. to the Govt. of India, Foreign Dept

No. XV.

JODHPORE SALT AGREEMENT, dated the 18th January 1879.

Ratified the 8th May 1879.

ARTICLE 1.

His Highness the Maharaja of Jodhpore agrees to suppress and absolutely prohibit and prevent the manufacture of salt within any part of the Jodhpore

State except at salt sources administered by the British Government, or worked under special licenses from the British Government:

Provided that nothing in this Article shall be held to prohibit the *bona fide* manufacture of saltpetre at any work now existing within the Jodhpore State, or the opening at any time with the previous knowledge of the Political Agent of such new saltpetre works as the Maharaja of Jodhpore may consider necessary.

ARTICLE 2.

His Highness the Maharaja undertakes to prevent the importation into, or exportation from, the Jodhpore State, of any salt whatever other than salt upon which duty has been levied by the British Government.

ARTICLE 3.

No export or transit duty shall be levied within the Jodhpore State upon salt upon which duty has been levied by the British Government.

ARTICLE 4.

His Highness the Maharaja agrees to lease to the British Government, from a date to be fixed by that Government, the right of manufacturing and selling salt at the salt sources or *daribas* here below named:—

Pachbadra.	Phalodi.
Didwana.	The Luni Tract.

Provided that if the British Government shall at any time cease to carry on or permit the manufacture of salt at any or all of the said salt sources, they shall equitably compensate all proprietors of private works therein situated and all manufacturers therein employed for any losses they may in consequence sustain.

Provided also that the Maharaja of Jodhpore shall only be held to transfer to the British Government such rights, property and authority over any works or pits at present existing at any of the said sources as are now actually vested in himself.

ARTICLE 5.

His Highness the Maharaja will, in consultation with the Political Agent, cause each of the four salt sources aforesaid to be demarcated by a line enclosing the whole tract occupied, and shall extend the provisions of Articles 3, 5, 6, and 16 of the Sambhur Lake Treaty of 1870 to the tracts so enclosed, so far as they may be applicable. The British Government agrees to the extension of Articles 10, 14, and 15 of the said Treaty to the said tract.

ARTICLE 6.

The British Government agree to pay annually, in half-yearly instalments, to His Highness the Maharaja for the lease of the four salt sources named in article

4 (including compensation to all holders of *dharmade* and similar charitable and religious allotments) the following sums in British Indian currency :—

	Rs.
For Didwana	2,00,000
Pachbadra	1,70,000
Phalodi	4,500
Luni Tract	1,500
Total	3,76,000
(Rupees three lakhs seventy-six thousand.)	
And for losses sustained by the suppression of khari works in khalsa land	15,800
Total .	3,91,800
(Rupees three lakhs ninety-one thousand eight hundred.)	

ARTICLE 7.

The losses likely to be incurred by Jagirdars and others entitled to share in the rents and revenues of the salt-works that will be suppressed under this Agreement having been considered by the British Government and the Maharaja, the British Government further agree to pay annually, and His Highness the Maharaja undertakes to distribute the indemnities settled, aggregating rupees nineteen thousand five hundred and ninty-five, annas five and pies three (19,595-5-3) in accordance with Schedule A attached to this Agreement.

ARTICLE 8.

The losses of Kharols and others connected with the manufacture of salt within the Jodhpore State having been considered in concert by the British Government and the Maharaja of Jodhpore, the British Government hereby agree to pay to His Highness the Maharaja the sum of rupees three lakhs by way of compensation to the said persons, and His Highness the Maharaja undertakes to distribute the said sum of rupees three lakhs among the said persons.

ARTICLE 9.

If any stocks of salt be found to exist within the Jodhpore State at the time when this Agreement comes into force or when a duty shall be first imposed by the British Government at the aforesaid works on their produce, the Maharaja of Jodhpore will, if so required by the British Government, take possession of such stocks, and will give the owners thereof the option either of transferring the salt to the British Government at such equitable valuation as he may fix, in concurrence with the Political Agent, or of paying the said Agent such duty not exceeding two rupees eight annas per maund on such salt as the Governor-General in Council may fix. In the event of the owners as aforesaid accepting the latter alternative they shall be allowed to retain the salt on which the said duty may have been paid, but not otherwise.

ARTICLE 10.

In consideration of the loyal and effective observance by His Highness the Maharaja of Jodhpore of the stipulations in this Agreement regarding the suppression of minor salt-works, the indemnities payable to proprietors, the exemptions from transit duty of salt covered by British passes and the prevention of export of other salt, the British Government agree to pay to His Highness the Maharaja of Jodhpore the following sums annually :—

	Rs.
On account of transit and export duties on salt	25,000
For preventive establishment	50,000
For miscellaneous revenue and incidental emoluments . . .	50,000
Total .	1,25,000

(Rupees one lakh twenty-five thousand.)

ARTICLE 11.

Furthermore, the British Government agree that, in the event of the total money realizations from the sale of salt at the leased works collectively exceeding in any year the total charges properly debitable against the same, one-half of the said excess shall be made over to His Highness the Maharaja. The accounts rendered by the several British officers in charge of the said sources shall be conclusive evidence as to the amount of such excess.

ARTICLE 12.

The British Government agree to deliver annually 225,000 (two lakhs twenty-five thousand) maunds of good salt (in half-yearly instalments of 112,000 and 113,000 maunds respectively), at a price not exceeding eight annas per maund, free of duty to the officers of His Highness the Maharaja for the use of the people of the Jodhpore State. The first instalment of salt shall be claimable on the expiration of six months from the date of the assumption of the management of the works by the British Government, or sooner, should the Maharaja desire it and if the requisite quantity be available at the works.

Each instalment shall be removed by the officers of the Maharaja within one year from the date of its falling due, failing which all claim to it or of such portion of it as may remain unremoved shall cease. Not less than one-half this salt shall be delivered at Pachbadra, and the British Government will endeavour to deliver the remainder from the several works that may be open in such proportions as His Highness the Maharaja may desire.

ARTICLE 13.

The British Government agree to deliver annually at Pachbadra ten thousand (10,000) British Indian maunds of salt of good quality, free of all charges, for the use of His Highness the Maharaja, to any officer deputed by His Highness the Maharaja to receive it.

ARTICLE 14.

The British Government agree to permit the petty works noted in Schedule B annexed to this Agreement to be kept open for the manufacture of *khari* required for industrial purposes, and His Highness the Maharaja agrees so to supervise these works as to prevent their total outturn in any one year exceeding 20,000 maunds, and to furnish to the British Government annual returns of the outturn of each of the said works.

ARTICLE 15.

In the event of its being proved by experience that the arrangements made in accordance with this Agreement by His Highness the Maharaja for the safety of the British revenue are practically insufficient, or in the event of it being proved to the full satisfaction of the British Government that the quantity of salt provided for the consumption and use of the people of Jodhpore in Article 12 is materially insufficient, this Agreement will be open to revision.

ARTICLE 16.

This Agreement is to come into force from a date to be fixed hereafter by the British Government.

SCHEDULE A.

(Referred to in Article 7 of Agreement.)

List of Jagirdars and others entitled to share in the rents and revenues of the salt-works that will be suppressed, and to receive indemnities as shown in this statement in accordance with Article 7 of Agreement.

Number.	Name of Pargana.	Name of Village.	Name of Jagirdar.	Share of Jagirdar.	Share of Dharamdars and others.
				Rs. A. P.	Rs. A. P.
1	Sachor . .	Khejreali . .	Rana Karol Singh . .	510 0 0	..
2	Do. . .	Sutari . . .	Chohan Jeswant Singh .	281 0 0	..
3	Do. . .	Mandari . .	Do. Jhita Singh . .	555 0 0	..
4	Do. . .	Barki	Do. Jait Singh . .	546 1 0	..
5	Do. . .	Bakhasar . .	Do. Anar Singh . .	684 2 0	..
6	Siwana . .	Sawanta . .	Bhati Kuman Singh . .	25 8 0	139 [illegible]
7	Nawa . .	Kuchawun . .	Rao Bahadur Kesri Singh .	2,484 6 0	..
8	Pokaran . .	Pokaran . .	Thakur Guman Singh . .	3,084 4 0	..
9	Sheo . .	Pedana . . .	Rawuts of Girah . .	10 10 6	..
10	Parbatsur .	Mundeta . .	Bishan Singh and Kesri Singh	10 0 0	1 1[illegible]
11	Do. . .	Banigaon . .	Hari Singh . . .	4 12 0	..
12	Merta . .	Gonarha . .	Rao Bahadur Kesri Singh .	153 12 0	10 5 [illegible]

***List of Jagirdars and others entitled to share in the rents and revenues of the salt works that will be suppressed, and to receive indemnities as shown in this statement in accordance with Article 7 of Agreement*—continued.**

Number.	Name of Pargana.	Name of Village.	Name of Jagirdar.	Share of Jagirdar.	Share of Dharamdars and others.
				Rs. A. P.	Rs. A. P.
13	Metra	Punlota	Khalsa	2 8 0	2 8 0
14	Do.	Lawadar	Rao Raja Anar Singh	2 4 0	0 5 0
15	Do.	Harsor	Do. do.	2 8 0	0 5 3
16	Do.	Narmo	Rathore Hari Singh of Bakri	54 2 0	..
17	Merta	Dodiana	Rathore Bishan Singh	60 0 0	..
18	Jodhpore	Gangani	Kishor Singh Maharaj	432 8 0	46 4 0
19	Do.	Bhawad	Amar Singh Bhati	4 0 0	3 2 0
20	Do.	Desuri	Sankar	..	12 0 0
21	Do.	Mori	Sasan	160 0 0	21 4 0
22	Do.	Chopra	Khalsa	0 10 9	7 0 0
23	Do.	Bhaori	Bairi Sal	1,515 8 0	26 0 0
24	Do.	Amdian-ka-Gurha	Khalsa	..	70 0 0
25	Godwar	Sapuni	Biah Magdad	29 14 6	2 1 0
26	Do.	Kord	Rathor Newat Singh	9 13 6	7 2 3
27	Do.	Chanodi	Do. Kishor Singh	2,120 12 0	705 12 0
28	Do.	Bhachunda	Do. do.	20 6 3	8 6 6
29	Do.	Kawalan	Sendal Kor Singh	87 7 6	32 6 0
30	Do.	Bardarho	Do. Achal Singh	154 4 0	26 5 0
31	Do.	Jomi, and half of Amdia.	Bharat Ram Dan	96 14 0	42 5 0
32	Bilarha	Bhijisani	Joshi Ashkaran	23 12 0	5 8 0
33	Do.	Bilarha	Khalsa	..	80 0 0
34	Do.	Jaitiwas	Rao Raja Jowahir Singh	20 5 3	6 12 3
35	Do.	Kalsona	Rathor Guman Singh	23 8 0	45 0 0
36	Do.	Bhawi	Khalsa	3 0 0	84 8 0
37	Do.	Bhoyal	Maharaj Bahadur Singh	3 4 0	9 12 0
38	Do.	Kaparrha	Bhati Abhi Singh	189 3 6	674 8 0
39	Sujat	Bhuriario	Indur Singh Parohit and four others.	617 7 3	296 8 9
40	Do.	Durasni	Parohit Kani Ram and others	253 0 0	21 0 0
41	Do.	Godarao	Charan Kan Dhan	93 8 0	24 12 0
42	Do.	Hasalpur Kurd	Khalsa	..	37 8 0
43	Do.	Huriara	Do.	..	34 8 0
44	Do.	Daugurwas	Do.	..	2 0 0
45	Do.	Nata Kuri	Do.	1 3 6	6 13 0
46	Do.	Maho	Bhati Tej Singh	22 0 0	20 0 0
47	Do.	Khokhra	Rathor Bhairan Singh	5 3 9	13 12 0

List of Jagirdars and others entitled to share in the rents and revenues of the salt-works that will be suppressed, and to receive indemnities as shown in this statement in accordance with Article 7 of Agreement—concluded.

Number.	Name of Pargana.	Name of Village.	Name of Jagirdar.	Share of Jagirdar.	Share of Dharamdam and others.
				Rs. A. P.	Rs. A. P.
48	Sujat . .	Sanpa . . .	Champawut Rutton Singh and others.	3 0 0	13 0 0
49	Do. . .	Jadan . . .	Kalawut Ragunath Singh .	5 8 0	6 8 0
50	Do. . .	Pauchwa Khurd .	Rao Raja Sultan Singh .	106 6 0	3 0 0
51	Pali . .	Rupawas . .	Bharat Ajit Singh . .	213 0 0	64 0 0
52	Do. . .	Kurnu Girwar .	Kallan Singh . . .	242 0 0	53 12 0
53	Do. . .	Padaran . .	Sugram Singh . . .	15 8 0	7 2 0
54	Do. . .	Sali . . .	Jodha Rutton Singh . .	117 2 0	20 11 0
55	Do. . .	Hamawas . .	Maji Ranawutji . . .	251 15 0	88 0 0
56	Do. . .	Balirao . . .	Thakur Guman Singh . .	194 8 0	58 11 0
57	Do. . .	Akeli . . .	Parohit Bhom Singh . .	4 10 0	4 11 0
58	Do. . .	Sakrawas . .	Charan Nathu Ram . .	4 13 0	3 12 0
59	Do. . .	Kherwa . .	Rao Bahadur Sawunt Singh .	198 6 0	36 0 0
60	Do. . .	Budwara . .	Do. do. . .	42 5 0	6 13 9
61	Do. . .	Sonai	Maharani Jarechaji . .	14 0 0	0 10 9
62	Do. . .	Kharrho . .	Rathor Bahron Singh . .	62 0 0	..
63	Do. . .	Lalki . . .	Thakur Sultan Singh . .	203 5 0	2 8 0
64	Do. . .	Sanwalta . .	Subhag Sheonath Singh .	642 4 0	26 8 0
			Miscellaneous charges .	..	14 4 6
			GRAND TOTAL .	19,595 5 3	

SCHEDULE B.

List of Khari works which the Jodhpore Durbar propose to keep open under Article 14 of Agreement.

Village.	Pargana.	Maximum outturn.
		Mds.
Pichiak	Bilara	13,000
Malkosni	Do.	7,000
	TOTAL .	20,000

RULES regulating the SALE by CUSTOMS OFFICERS of the SALT (225,000 maunds) allowed to the JODHPORE DARBAR under Article 12 of the Agreement.

1. Subject to re-allotment whenever necessary the quantity of salt allowed to the Darbar will be sold by officers of the Inland Customs Department as follows :—

	Mds.
By the Assistant Commissioner, Pachbadra	140,000
" " " Didwana	60,000
" Inspector, Phalodi	10,000
" " Luni Tract	15,000

half of the fixed quantity being sold in each half-year, *i.e.*, the half-year ending the 31st March and 30th September of each year.

The purchasers of salt sold under this rule will be at liberty to select the store-heap or store-let from which they would be supplied.

2. The following are the rates at which the salt will be sold :—

Sale price per maund on account of the British Government, price according to quality from three annas six pies to five annas at the purchaser's option.

Duty on account of the Jodhpore Darbar, Rs. 1-12-6.

3. The sale price *vide* Rule 2 will be credited at once in the Government account of the salt source, and be accounted for according to rule.

The Raj duty, one rupee twelve annas and six pies either in cash or "sahookari rookash" or bankers' notes, approved by the Darbar's local Hakims, payable within periods not exceeding three months, will be credited at once to a deposit account (kept under the Rules for personal deposit, *vide* Civil Account Code) in the treasury or sub-treasury account, and paid to the officer of the Jodhpur Raj appointed to receive it, *vide* Rule 7, and deposited in the Government Treasury, but apart from the Government cash balance.

4. Requisition for the quantity of salt required will be made in a form which will be supplied by Customs Officers free of charge. With this requisition clearly filled in the applicant will present the fixed price and duty to the Customs Officer, who will pass an order on the back of the requisition for the credit of the money, and issue in lieu a pass for the protection of the salt covered inside of Marwar.

5. This pass will be treated by the officer, who weighs out the salt, as a rawanah issued on account of a sale for the Government, except that it will be entered in a separate register.

6. The requisition will be endorsed with the particulars entered in the pass issued in lieu, it will then form the voucher for the account of the duty realized for the Raj.

7. At the close of each month the duty whether in cash or "sahookari rookas", *vide* Rule 3, realized within the period, will be paid to the Raj Hakim at the salt source concerned, and a receipt in duplicate obtained; the original for record, the duplicate to accompany the list of sale, *vide* next Rule.

8. At the close of each month a list of passes granted will be prepared to show—

1. Serial number of entry,
2. " " of passes issued,
3. Purchaser's name,
4. Quantity of salt issued,
5. Raj duty collected,
6. Date of issue of pass,
7. Destination of the salt,
8. Carriage employed,
9. Instalment against which the salt was issued,

and accompanied by the endorsed passes (Rule 6), will be sent to the Darbar through the Political Agent, Western Rajputana States, a copy of the list being sent to the central office for the information of the Commissioner, Inland Customs.

At the close of each year the salt source officers will prepare from the office copies of the list, for submission to the Commissioner, Inland Customs, an abstract statement showing how the different parganas of Marwar have been supplied.

9. The account of each half-year's instalment will be kept quite separate, and at the close of each period within which the instalment can be taken, a balance account to show—

(1) Opening credit,
(2) Monthly sales,
(3) Balance undrawn,

will be drawn up and furnished through the Commissioner, Inland Customs, for the information of the Marwar Darbar.

No. XVI.

AGREEMENT between the RAJPUTANA-MALWA RAILWAY and the JODHPORE RAILWAY for interchange of traffic at JODHPORE JUNCTION, dated 1st May 1884.

As regards the interchange of traffic, goods traffic shall be booked as freely between the Rajputana-Malwa railway and the Jodhpore State line as if the latter formed part of the Rajputana-Malwa railway.

2. Passenger traffic shall be booked locally pending further arrangements.

3. The classification and minor rules for the booking of goods traffic (and of passenger traffic, if hereafter arranged) to be the same on the Jodhpore line as on the Rajputana-Malwa railway, unless special exception is arranged between the Traffic Superintendents. The through fares and rates to be the sum of the local rates.

4. The rates to be fixed by each Management, and not to be changed without the notice prescribed in Minute * No 74 of the Railway Conference of 1882.

5. Each railway shall be responsible for the collection of charges due to the other in through traffic.

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* Not reproduced.

6. Telegrams on the joint business of the two lines shall be exchanged free. Each railway shall have its own staff, and carry on its own work at the Jodhpore junction ; due notice being given to the staff of the other railway when it is intended to place or move vehicles on the lines belonging to that railway.

7. The Rajputana-Malwa railway to be allowed to occupy part of the station buildings already erected by the Jodhpore railway at Jodhpore junction station, and the Rajputana-Malwa railway to pay rental, for the part of the station occupied at 7½ per cent. on the outlay.

8. Rolling stock to be exchanged in accordance with the rules prescribed by the Government of India, Public Works Department Circular* No. XXII Railway of 1883, for metre-gauge railways.

(*a*) Only such rolling stock as shall be approved by the authorities of either railway shall be received over at the junction, and it shall be in the power of the respective authorities of each line to refuse to receive any rolling stock which may, for any reason, be considered unfit to run on the receiving railway. The cost of transhipment of goods from the vehicles of one line into vehicles of the other line at the junction, which is rendered necessary by the unsuitability of the rolling stock of either line for exchange, shall be paid by the railway owning the unsuitable stock.

(*b*) Calculation of free time and of demurrage charges shall be reckoned from the first complete hour after delivery, fractions of an hour being disregarded. Until such time, however, as the Jodhpore railway has more than one daily train running from the junction, if Rajputana-Malwa railway wagons cannot be taken away from the junction by the Jodhpore railway authorities within 12 hours of delivery, a free allowance of 12 hours shall be made to the Jodhpore railway.

9. The Rajputana-Malwa railway shall deliver wagons for the Jodhpore railway into the Jodhpore railway sidings, and the Jodhpore railway shall deliver wagons for the Rajputana-Malwa railway into the Rajputana-Malwa railway sidings.

10. Open trucks containing damageable goods shall not be sent from one railway to the other, except by special arrangement.

11. Each railway shall be answerable for all damage to traffic occurring on its own line; mileage proportion shall be accepted as the basis of settlement of claims when it cannot be ascertained on which line the damage occurred.

12.†

13. Cash to be banked locally under arrangements to be made by the Jodhpore State.

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* Not reproduced.

† Deleted *vide* letter No. 1070-R. T., dated 17th October 1901, from the Secretary to the Government of India, Public Works Department, to the Secretary to the Government of Bombay, Public Works Department, Railway Branch.

14. Matters of accounts to be adjusted between Audit offices in such manner as they may agree on.

15. Terms for hire of engines and vehicles, and for station accommodation, shunting, etc., to be settled from time to time by the two managements.

16. All vehicles leaving Jodhpore junction will be greased and oiled by the railway on which they are running.

17. Such records of interchange of traffic and stock shall be kept at Jodhpore junction station as may be agreed to by the two Traffic Superintendents.

18. For the present, coal and stores for consumption on the Jodhpore railway will be issued by the Chief Storekeeper of the Rajputana-Malwa railway on indent sent direct by the officer in charge, a percentage being added to the total issues during each half-year to cover establishment, etc.

19. All questions which may arise in carrying out these arrangements upon which the Traffic Superintendents of the two railways cannot agree, shall be referred to the Manager, Rajputana-Malwa railway, and to the Secretary to the Agent, Governor-General for Rajputana, in the Public Works Department; and, in case of any difference of opinion between the two railways as to the construction of any part of this agreement, or as to its application to any particular case, it shall be open to either railway to call for an arbitration to be conducted in the usual way.

Subsidiary Rules for the Up-keep of the Jodhpore railway rolling stock by the establishment and appliances of the Rajputana-Malwa railway.

Rule I (*a*). Any of the Jodhpore railway rolling stock (including non-interchangeable stock) damaged or requiring repairs, while running on the Jodhpore railway, if the repairs cannot be effected locally, shall be run to the Rajputana-Malwa railway workshops for repairs on the requisition of the Manager, Jodhpore railway.

(*b*) The Jodhpore railway will pay the actual cost of all repairs to their stock, effected by the staff and appliances of the Rajputana-Malwa railway, on bills to be submitted in detail by the Carriage and Wagon Superintendent, Rajputana-Malwa railway, through the Examiner of Accounts.

(*c*) No Jodhpore railway vehicle will be moved under these subsidiary rules, or accepted for repairs, except under the orders or sanction of the Manager, Jodhpore railway. Such order or sanction may be conveyed in a written order signed by the Manager or some other officer to whom authority has been delegated, or by telegram.

(*d*) Stock hauled by the Rajputana-Malwa railway under sanction shall be subject to a haulage charge of one anna per vehicle per mile, but no charge shall be made for materials for repairs, etc., loaded in such stock. Vehicles so hauled will be subject to Rule V of the rules for interchange of rolling stock in the main Agreement.

Rule II (*a*). Any of the Rajputana-Malwa railway rolling stock damaged on the Jodhpore railway, and requiring such repairs as cannot be effected locally, shall be run to the Rajputana-Malwa railway workshops for repairs, on the requisition of the Manager, Jodhpore railway: haulage being paid to the Rajputana-Malwa railway as per clause (*d*) of Rule I. Vehicles so hauled will be subject to Rule V of the rules for interchange of rolling stock in the main Agreement.

(*b*) The cost of repairs to Rajputana-Malwa railway rolling stock damaged on the Jodhpore railway will be borne by the railway responsible for the damage, according to Rules V and VI of the rules for interchange of rolling stock in the main Agreement.

Rule III (*a*). There will be a joint Carriage Examiner appointed at the Jodhpore junction by the Carriage and Wagon Superintendent, Rajputana-Malwa railway, whose salary shall be charged to the joint account, who shall be approved by the Manager, Jodhpore railway, and shall have for his guidance a set of rules, drawn up by the Carriage and Wagon Superintendent, Rajputana-Malwa railway, which shall be subject to the approval of the Manager, Jodhpore railway.

(*b*) The joint Carriage Examiner will be required to keep a faithful record of the condition of all rolling stock of the two railways, passing to or from the Jodhpore railway, and will submit such returns as may be required by each railway.

(*c*) The Jodhpore railway will execute all ordinary repairs locally, and the joint Carriage Examiner, or some officer appointed by the Manager, Jodhpore railway, as may be agreed between the Manager, Jodhpore railway and the Carriage and Wagon Superintendent, Rajputana-Malwa railway, will arrange for such ordinary repairs to be executed on the spot. When the nature of the repairs necessary are in the opinion of the joint Carriage Examiner beyond the resources of the Jodhpore railway to execute, the joint Carriage Examiner will report the case to the Manager, Jodhpore railway, who will sanction or issue the requisition required in clause (*c*) of Rule I, and clause (*a*) of Rule II, on receipt of which the joint Carriage Examiner will make the vehicle over to the Station Master, Jodhpore junction, with a forwarding order for the Ajmere shops, advising the Carriage and Wagon Superintendent, Rajputana-Malwa railway, Ajmere, of the despatch of the vehicle.

(*d*) It shall be competent for the Manager, Jodhpore railway, to call for a joint survey by an officer appointed by him and the joint Carriage Examiner, of any damaged vehicle, to determine the extent of the damage and the necessity for sending such vehicle to Ajmere for repairs; notice of such joint survey shall, in all cases, be given to the Carriage and Wagon Superintendent, Rajputana-Malwa railway, who may, if he thinks proper, depute an officer of his Department to be present at the survey.

Rule IV. Materials conveyed otherwise than as provided in clause (*d*) of Rule I and clause (*a*) of Rule II, shall be charged at 0·2 pie per maund per mile, subject to the provision of Rule V of the rules for interchange of rolling stock in the main Agreement.

Rule V. In cases where, under Rules V and VI of the rules for interchange of rolling stock the Jodhpore railway have to pay the cost of repairs to any of their rolling stock damaged on the Rajputana-Malwa railway, the Jodhpore railway will also pay the charge for the haulage of such stock, and for the conveyance of materials required for its repairs, as provided in clause (*d*) of Rule I and Rule IV of these subsidiary rules.

No. XVII.

ARRANGEMENT with JODHPORE regarding MARWAR-MERWARA,—1885.

From HIS EXCELLENCY the VICEROY and GOVERNOR-GENERAL of INDIA to HIS HIGHNESS RAJ RAJESHWAR MAHARAJ ADHIRAJ JASWANT SINGH BAHADUR, G.C.S.I., JODHPORE,—dated Simla, 2nd August 1885.

MY HONORED AND VALUED FRIEND,

Towards the end of last year my Agent in Rajputana represented to me that the debt due from Your Highness's State to the British Government on account of the Merwara Battalion had been liquidated by the 31st March 1884, and that an opportunity offered itself of settling in a satisfactory manner the tenure on which the British Government administers the district of Marwar-Merwara. I approved of certain terms of settlement which had been suggested by Sir Edward Bradford, and I authorised him to ascertain Your Highness's wishes on the subject. In reply I have received a copy of a communication addressed under Your Highness's orders on the 1st May 1885, to the Resident in the Western States of Rajputana. I understand from this letter that Your Highness is willing to leave Marwar-Merwara to the permanent occupation and full administrative control of the British Government, subject to the following conditions, namely :—

(1) that the sovereign rights of the Marwar State over the tract shall be fully recognised by the British Government;

(2) that the surplus revenue of the tract accumulated from past years, and now in the possession of the British Government, shall be handed over to the Marwar State;

(3) that the Marwar State shall in future receive an annual payment from the British Government of three thousand rupees on account of the revenue of the tract, without regard to the amount actually realised from the villages by the British Government;

(4) that if hereafter the annual revenue derived by the British Government from the villages more than covers the stipulated payment of three thousand rupees, and the cost of management and any charges for improvements specially sanctioned by the Government of India, a share of the net surplus amounting to forty per centum shall be paid to the Marwar State under the name of 'Royalty'.

I now write to inform Your Highness that on behalf of the British Government I accept and agree to these conditions.

The new arrangement may appropriately take effect from the 1st of April 1885; and I have therefore instructed Sir Edward Bradford to pay to Your Highness's Agent the balance at the credit of the district of Marwar-Merwara on that date, namely, eleven thousand two hundred and six rupees and eight annas.

I beg to express the high consideration which I entertain for Your Highness.

No. XVIII.

AGREEMENT supplementary to the TREATY of 1868 regarding EXTRADITION,—1887.

Whereas a Treaty relating to the extradition of offenders was concluded on the 26th August 1868, between the British Government and the Jodhpore State: And whereas the procedure prescribed by the Treaty for the extradition of offenders from British India to the Jodhpore State has been found by experience to be less simple and effective than the procedure prescribed by the law as to the extradition of offenders in force in British India: It is hereby agreed between the British Government and the Jodhpore State that the provisions of the Treaty prescribing a procedure for the extradition of offenders shall no longer apply to cases of extradition from British India to the Jodhpore State; but that the procedure prescribed by the law as to the extradition of offenders for the time being in force in British India shall be followed in every such case.

Signed, sealed and delivered this day the 30th of July 1887 at Jodhpore.

By command of
His Highness the Maharaja of Jodhpore,
G.C.S.I.

P. W. POWLETT, *Col.*,
Resident,
Western Rajputana States.

HARDYAL SINGH,
Assistant Musahib Ala, for Musahib Ala, Marwar Durbar.

DUFFERIN,
Viceroy and Governor-General of India.

This Agreement was approved and confirmed by His Excellency the Viceroy and Governor-General of India at Fort William on the 28th day of March A.D. one thousand eight hundred and eighty-eight.

H. M. DURAND,
Secretary to the Government of India,
Foreign Department.

No. XIX.

MEMORANDUM of an AGREEMENT entered into between the BRITISH GOVERNMENT and His HIGHNESS the MAHARAJA of JODHPORE for the construction of a RAILWAY from JODHPUR to BIKANIR,—1889.

1. His Highness the Maharaja of Jodhpur agrees to construct, in conjunction with His Highness the Maharaja of Bikanir, a line of railway to connect Jodhpur with Bikanir. The Railway will be called the Jodhpur-Bikanir Railway. It will be the exclusive property of the two Native States, each of which will receive all the profits derived from the working of the portion of the line running through its territory.

2. His Highness the Maharaja of Jodhpur will provide all the capital required for the construction, maintenance, and working of the Marwar section, the Bikanir Darbar providing the same for its portion.

The line will be on the metre-gauge, and will be constructed in accordance with the standard dimensions prescribed by the Government of India.

3. His Highness the Maharaja of Jodhpur has accepted the offer of the Bikanir Darbar to lend on behalf of the project twenty lakhs of rupees at four per cent. interest: this sum His Highness undertakes to liquidate by annual instalments of not less than three lakhs, to be paid from the Salt Treaty payment received by the Jodhpur Darbar. His Highness the Maharaja will be at liberty to apply more than three lakhs annually towards repayment of the loan, but it is to be understood that from the instalment so paid the interest accrued will first be deducted and the balance will be credited towards the liquidation of the principal.

4. The preparation of separate estimates for each State's portion of the line shall be completed as soon as possible, and the same shall be submitted for the inspection of the Government of India.

5. The construction and management of the proposed line shall be entrusted to the Manager for the time being of the Jodhpur Railway, who shall also be the Manager of the Jodhpur-Bikanir Railway. The work shall commence from the Jodhpur side.

6. The Station staff and the police required shall be appointed by, and be placed under the general control and direction of, the Manager for the time being of the Jodhpur-Bikanir Railway, subject to the approval of the Jodhpur Darbar for the section within Marwar limits.

7. The Jodhpur Darbar shall exercise complete authority over the portion of the line situate in its territory subject to the condition that His Highness the Maharaja shall cede full criminal and civil jurisdiction over the land occupied by the Railway whenever the Government of India consider it desirable.

8. The line shall not be opened until it has been inspected and passed as safe by an officer duly empowered in that behalf by the Government of India. Further, the Government of India shall be at liberty to depute a competent officer to inspect all the works of the Railway at all times, and all reasonable facilities shall be given to him in such inspections for ascertaining how the works are being constructed and the Railway worked.

9. Such returns and information as are supplied in the case of the Jodhpur Railway shall be furnished for the Jodhpur-Bikanir line.

The line shall be worked in accordance with the general rules and regulations in force on Indian State Railways.

10. The British Government has consented to the construction by the Telegraph Department of a line of telegraph for the joint use of the Telegraph Department and of the Jodhpur-Bikanir Railway on the same terms as are applicable to State Railway Telegraphs in British India, subject to the exception that the Jodhpur and Bikanir States will bear the first cost for the portion of the line within their territories, in proportion to the number of wires used respectively by the Telegraph Department and the Jodhpur-Bikanir Railway, and be relieved of any charge for interest therefor, and on the understanding that the Licensed Telegraph Rules in force in British India are observed on the said Railway. Under this arrangement each State will retain the collections made at the offices* within its territory, and be liable for the whole cost of working and maintaining its portion of the telegraph line.

11. This agreement may be modified at any time by mutual consent.

Signed at Jodhpur this thirteenth day of July in the year A.D. one thousand eight hundred and eighty-nine.

PERCY W. POWLETT, *Colonel*,
Resident, Western Rajputana States.

JASWANT SINGH, G.C.S.I.,
Maharaja of Jodhpur.

Approved and confirmed by His Excellency the Viceroy and Governor-General in Council.

FOREIGN DEPARTMENT,
SIMLA;
The 27th August 1889.

H. M. DURAND,
Secy. to Govt. of India, Foreign Dept.

No. XX.

AGREEMENT between the BOMBAY, BARODA AND CENTRAL INDIA RAILWAY (including the RAJPUTANA-MALWA RAILWAY) and the JODHPUR† RAILWAY for interchange of coaching and goods traffic at KUCHAMAN ROAD and interchange of rolling stock *viâ* Kuchaman Road and for the joint working at KUCHAMAN ROAD STATION,—1895.

CLAUSE I.

(*a*) This Agreement shall come into force on and from the 13th March 1893 except when otherwise stated and shall be subject to revision from time to time

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* In 1890 the Darbar agreed that the word "offices" means "Railway Telegraph offices" only.

† As amended by Corrigendum dated the 23rd March 1925.

but shall remain in force until the expiration of six months' notice from either Railway desiring to revise or cancel it, except as regards any clause in respect of which a different form of notice is specially fixed.

[* The six months' notice of revision or termination of the agreement when given by either party shall only expire either on the 30th September or 31st March in any year.]

(*b*) In this Agreement, the present Kuchaman Road Station of the Rajputana Malwa Railway shall be the terminus of the Bombay, Baroda and Central India Railway System and the junction of interchange of that line with the Jodhpur* Railway.

CLAUSE II.

The principle of this Agreement, except so far as it relates to special arrangements at Kuchaman Road, shall be extended by either Railway to any other Railway working in connection with it, the two Railways, parties to the Agreement, being responsible to each other for all through traffic so forwarded.

CLAUSE III.

Goods and coaching traffic of all kinds, with the exceptions indicated in clause IV, shall be booked through between any station on the Bombay, Baroda and Central India Railway, or connected Railways and any station on the Jodhpur* Railway or connected Railways *viâ* Kuchaman Road, except such small stations as may be excluded by the Manager, Jodhpur * Railway, and the General Traffic Manager, Bombay, Baroda and Central India Railway.

CLAUSE IV.

(*a*) Packages weighing more than 8 tons or exceeding 24 feet long by 7 feet 4 inches broad by 6 feet 11 inches high, outside measurement, shall not be booked through, except by special arrangement.

(*b*) But the restriction as to length shall not include girders, long timber, etc., which can be carried in bolster trucks.

CLAUSE V.

(*a*) Coaching and goods traffic will be exchanged between the Bombay, Baroda and Central India Railway and the Jodhpur* Railway at Kuchaman Road.

(*b*) Passenger vehicles of the Jodhpur Railway shall run through over the Rajputana-Malwa Railway between Kuchaman Road and Phulera, and mileage due to the Jodhpur* Railway on this account shall be adjusted by a certain number of Rajputana-Malwa Railway vehicles being run on the Jodhpur* Railway's Kuchaman Road-Marwar Railway Junction Section.

CLAUSE VI.

(*a*) Through traffic shall be understood in all cases to mean goods and coaching traffic which may be booked or invoiced, in accordance with the terms of this

* As amended by Corrigendum dated the 23rd March 1925.

Agreement, through from any one station on one of the two contracting lines or any line beyond, to any station on the other or any line beyond.

(*b*) Traffic booked or invoiced by either of the two Railways, to or from Kuchaman Road is not to be considered as through but as local traffic.

CLAUSE VII.

Each Railway shall furnish the other with tables of the rates to be charged from the junction of interchange to all its stations. These rates shall, unless special reduction is agreed to, be the same as the local rates, and shall include terminals, cartage, charges, etc. No terminals shall be levied by either Railway for the junction of interchange.

CLAUSE VIII.

No alteration of rates, classification, rules or conditions applying to through traffic, shall be made by either Railway without the notice required by Rule 33 of the Regulations passed by the Railway Conference of 1888.*

CLAUSE IX.

The through rates, fares and charges, with the exception of the special rates alluded to in the foregoing paragraph, shall be the sum of the two local rates to the junction of interchange as furnished in accordance with the preceding clause.

CLAUSE X.

(*a*) The minimum charge for goods shall be eight annas in through booking, divisible in mileage proportion.

(*b*) In cases of minimum charges arising in through traffic, the two lines shall be treated as one.

CLAUSE XI.

All work within the Junction Station connected with the traffic working of all descriptions and with maintenance of joint buildings and works shall be performed by the Bombay, Baroda and Central India Railway, by whom the necessary staff shall be employed and paid, subject to the rule for division of expenses laid down further on; but each Railway shall perform the necessary maintenance of the lines and works constructed for its exclusive requirements.

CLAUSE XII.

(*a*) If at any time either line should find itself unable, either from want of vehicle stock or engine power or from any other cause, to receive and forward all the traffic tendered or likely to be tendered by the other line, it shall be competent for the receiving line to give notice (of not less than seven days) to the said other line of the maximum quantity it will be prepared to receive and for-

* Not reproduced.

ward, and of the period during which the restriction will be necessary, and during such period the said Railway shall not be bound to receive more than the quantity so specified.

(*b*) This is, however, not intended to prevent special arrangements being made in case of any accidental interruption rendering the passage of traffic impossible.

CLAUSE XIII.

(*a*) All claims in connection with through traffic, except as provided in Section (*b*), Clause XIV, shall be borne by the Railway on which the loss or damage occurred; and when this cannot be ascertained with certainty, the claim shall be paid in mileage proportion. In the case of joint claims the consent of both Railways must be obtained before settlement by either.

CLAUSE XIV.

(*a*) All damages or accidents which may be caused by the Kuchaman Road Junction Station staff to the public, or to the stock of the two Railways, or to the traffic, whether goods or otherwise, and whether through or local or which may from time to time arise or occur within the limits of the Kuchaman Road Junction Station, and all damages, or losses, or claims, which either of the Railways may sustain, or be put to, in consequence of the acts of the junction station staff, whether arising from carelessness or otherwise, within the limits of the junction station, shall be charged to the joint station expenses account.

(*b*) Each Railway shall be separately and individually responsible for damages or accidents caused by its own running or other staff not being joint station staff, within the limits of the joint station.

(*c*) Any repairs necessary to render Jodhpur* Railway stock fit for running shall be effected by the Jodhpur* Railway.

(*d*) Notice of damage to Jodhpur* Railway stock occurring at the junction shall be given to the local representative of the Jodhpur* Railway.

CLAUSE XV.

Through traffic to or from either Railway shall have no preference in any respect over traffic tendered for despatch locally.

CLAUSE XVI.†

(*a*) Within the following limitations, each railway shall be responsible for the collection and payment to the other of all charges which may be due to it on interchanged traffic.

(*b*) The forwarding railway shall be responsible for the collection of correct charges on all coaching traffic (except non-perishable parcels for which the receiving railway shall be responsible).

* As amended by Corrigendum dated 23rd March 1925.

† As amended by Government of India, Public Works Department, Railway, letter No. 493-R.T., dated 24th May 1904.

(c) The responsibility for the collection of correct charges on goods traffic shall be governed by the provisions of the Railway Conference Rules for the time being in force.

CLAUSE XVII.

Telegrams on the joint business of the two Railways shall be interchanged free.

CLAUSE XVIII.

The Audit Office of the Bombay, Baroda and Central India Railway, which audits the station accounts of the Jodhpur* Railway, shall prepare the usual weekly division sheets; each Railway to have in division its own rates and charges as quoted for through traffic in accordance with Clause IX, except in the case of minimum and other charges common to both lines, which shall be divided by mileage. All inwards through traffic shall be accounted for within six weeks from the date the invoices pass Kuchaman Road Junction.

A monthly settlement of accounts based on division sheets of through traffic transactions and bills as rendered, shall be made by the debtor Railway by payment in cash.

Note.—As provided for in clause 12 of the Working Agreement for incharges of traffic between the Rajputana-Malwa Railway and the Jodhpur Railway at Marwar Railway Junction, modified by the Agent, Bombay, Baroda and Central India Railway's letter No. 16094, dated 28th December 1887, and the Manager, Jodhpur Railway's letter No. G. $\frac{3}{860}$, dated the 10th January 1888, the audit of station accounts shall be arranged by the Chief Auditor and Accountant, Bombay, Baroda and Central India Railway, the Jodhpur* Railway paying to the Bombay, Baroda and Central India Railway for such audit at one and half per cent. of the gross earnings of the former.

CLAUSE XIX.

The week shall in all cases end at 12 o'clock on Saturday night. When the 30th June and 31st December do not fall on a Saturday, two returns shall be rendered—one for the period commencing from the first day of the last week to the end of the month, and another from the first day of the next month up to and including the second Saturday of that month.

CLAUSE XX.

The day shall in all cases be reckoned as 24 hours commencing at 12 o'clock at night; part of a day to be reckoned as a day. Madras time shall be adopted in all cases; Sundays, Christmas Day, and Good Friday shall be treated as ordinary working days.

CLAUSE XXI.

For the shunting and marshalling of its own trains and vehicles in the Kuchaman Road yard, each Railway shall provide its own engine power and drivers, subject to the control of the joint staff, unless otherwise arranged.

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* As amended by Corrigendum dated 23rd March 1925.

CLAUSE XXII.

(*a*) Each Railway shall supply the lamps and other running stores necessary for its own trains, as well as the tickets, way-bills, and other station forms necessary for its own particular purposes, as also the menial staff for its own running rooms.

(*b*) Each Railway shall provide, at its own cost, the staff, oil and other stores for examining, cleaning, lubricating and lighting its vehicles at the Kuchaman Road Junction, whether attached to its own or the other Railways' trains or standing at the station.

CLAUSE XXIII.

The distant signals on either side of the Kuchaman Road Station shall be considered and accepted as the limits of the joint station, and all signals, within the joint station, as well as the distant signals shall be worked by the Rajputana-Malwa Railway.

CLAUSE XXIV.

(*a*) The half-yearly authorizations of establishment for the joint station working shall be approved by both Railways.

(*b*) In case, however, of unforeseen pressure of traffic, the Manager, Jodhpur* Railway, and the General Traffic Manager, Bombay, Baroda and Central India Railway, may agree to a temporary increase of establishment.

CLAUSE XXV.

(*a*) The joint Station Master shall be equally subject to the orders of the Manager, Jodhpur* Railway, and the General Traffic Manager, Bombay, Baroda and Central India Railway, for the special work of each line as affecting the joint station; he shall perform such duties as are demanded of Station Masters on each Railway, and shall render all working and audit returns which are required.

(*b*) The station premises, working and books shall be open to inspection by the officers of either Railway.

CLAUSE XXVI.

The staff of the Jodhpur* Railway are, while in the limits of the Kuchaman Road Station, to obey and be bound by all the rules and all the regulations, and also all instructions which may be from time to time in force, and which may be issued by the authorities of the Bombay, Baroda and Central India Railway to the said staff, and the authorities of the Bombay, Baroda and Central India Railway are to have the same rights and control over the staff of the Jodhpur* Railway while within the limits of Kuchaman Road station as if they were the staff of the Bombay, Baroda and Central India Railway itself.

CLAUSE XXVII.

(*a*) The rules for the interchange of traffic and rolling stock between Railways as adopted at the Railway Conference† of 1888, shall be adhered to, subject to

* As amended by Corrigendum dated 23rd March 1935.
† Not reproduced.

any modifications which may be agreed to at any subsequent conference or which may be adopted on a reference through the Director General of Railways in accordance with the rules of procedure, or by mutual consent.

(*b*) All Rajputana Malwa Railway vehicles worked through to the Jodhpore* Railway must be returned at the Junction in exactly the same position as regards front and rear as when handed over to that line.

(*c*) Only such rolling stock as shall be approved by the authorities of either Railway shall be received over at the Junction; and it shall be in the power of the authorities of each line to refuse to receive any rolling stock which may, for any reason, be considered unfit to run on the receiving Railway.

(*d*) The cost of transhipment of goods from the vehicles of one line into vehicles of the other line at the Junction, which is rendered necessary by the unsuitability of the rolling stock of either line for exchange, shall be paid by the Railway owning the unsuitable stock.

CLAUSE XXVIII.

Open trucks containing damageable goods shall not be sent from one Railway to the other without such notice as will admit of efficient arrangements being made for sheeting, if necessary.

CLAUSE XXIX.

Terms for hire of engines and vehicles, and for shunting powers on special occasions, shall be settled from time to time by the two managements.

CLAUSE XXX.

Such records of interchange of traffic and stock shall be kept at Kuchaman Road Junction station as may be agreed to by the Manager, Jodhpore* Railway, and the General Traffic Manager, Bombay, Baroda and Central India Railway.

CLAUSE XXXI.

The cost of erecting Kuchaman Road Station buildings, goods sheds and all premises and staff quarters, which are used for traffic purposes by both Railways, and of such alterations and additions as may be from time to time required to be used in common by both Railways, is to be ascertained and recorded, and the plans and estimates of future alterations and additions are to be agreed upon from time to time between the two Railways before any new work is commenced. The expenditure thus agreed upon and incurred is to be provided by the Bombay, Baroda and Central India Railway.

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* As amended by Corrigendum dated 23rd March 1925.

CLAUSE XXXII.

(*a*) Interest at the rates given below on the capital outlay of the works, etc., as shown in the appendix,* shall be charged to Joint Station Expenses :—

On cost of structures at	6½ per cent. per annum.
On cost of ballast and permanent way . . .	9 " " " "

(*b*) The interest charge shall include maintenance.

Note.—Interest on Capital expenditure incurred on works on and from the 1st April 1918, will be charged at the rate of 5¼ per cent. per annum instead of 4 per cent. per annum as provided for in the Agreement (*vide* Railway Board's Circular No. 720-W.-18, dated the 19th September 1918).

CLAUSE XXXIII.

Unless otherwise provided herein, the cost of the joint station expenses in receipt and despatch of passengers, goods, parcels, etc., and interest charges on cost of joint buildings, way and works shall be divided between the two Railways in proportion to the weight of traffic of each line dealt with at the Kuchaman Road Junction, in the following manner :—

†*Note* (i).—It is hereby agreed that the Jodhpur Railway shall pay to the Bombay, Baroda and Central India Railway half-yearly a sum of Rs. 7,200 as their share of working expenses on condition that either Railway may withdraw from the Agreement or modify the sum payable, if desired, by giving a clear six months' notice to the other, to terminate either on the 30th September or 31st March in any year.

The sum of Rs. 7,200 referred to above shall be held to also include the Jodhpur Railway share of all amounts paid on account of compensation claims haulage on misdespatched wagons, etc. Any large Revenue outlay incurred on extensive improvements such as remodelling of joint yards and additions and alterations, costing Rs. 5,000 and over, or for adjustments in connection with the cost of old works abandoned or dismantled and special compensation claims, damages or losses amounting to Rs. 500 and over, etc., shall be treated as outside the lump sum of Rs. 7,200 and dealt with in terms of the agreement.

The sum of Rs. 7,200 shall be subject to reconsideration and revision after three years from the date on which it begins to apply.

‡*Note* (ii).—It is hereby agreed that the Jodhpur§ Railway shall pay to the Bombay, Baroda and Central India Railway half-yearly a lump sum of Rs. 190 as their share of the transhipment and charges incurred on Interchanged goods traffic at Kuchaman Road Joint Station on condition that either Railway may withdraw from the Agreement or modify the sum payable, if desired, by giving a clear six months' notice to the other, to terminate either on the 30th September or 31st March in any year.

The sum of Rs. 190 referred to above shall be subject to reconsideration and revision after three years from the date on which it begins to apply.

The present arrangement that each Railway will do the handling of its own local goods at the Junction will remain unchanged.

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* Not reproduced.
† As amended by Corrigendum dated 24th March 1927.
‡ As amended by Corrigendum dated 6th March 1917.
§ As amended by Corrigendum dated 23rd March 1925.

1.—JODHPUR-BIKANER RAILWAY.

(*a*) Coaching and goods traffic booked from Kuchaman Road to Jodhpur* and connected Railways' stations and *vice versá*, *viz.*, total Jodhpur* Railway local traffic in and out.

(*b*) Half of the coaching and goods traffic booked from the Jodhpur* and connected Railways to the Bombay, Baroda and Central India Railway and its connected lines, stations, and *vice versá*, *viz.*, half the through traffic in and out.

2.—BOMBAY, BARODA AND CENTRAL INDIA RAILWAY.

(*a*) Coaching and goods traffic booked from Kuchaman Road Station to Bombay, Baroda and Central India Railway and connected Railways' stations, and *vice versá*, *viz.*, total Bombay, Baroda and Central India Railway local traffic in and out.

(*b*) Half of the coaching and goods traffic booked from the Bombay, Baroda and Central India and connected Railways to the Jodhpur and connected Railways and *vice versa*, *viz.*, half the through traffic in and out.

CLAUSE XXXIV.†

For the purpose of arriving at the gross tonnage of coaching traffic in connection with the division of joint expenses, each passenger shall be reckoned as equal to one-tenth of a ton, other items, such as horses, dogs, etc., being omitted, but parcels shall be included at actual weight.

CLAUSE XXXV.

Upon the termination of this Agreement and in the event of works provided under it being no longer required by either of the two Railways, the amount of compensation to be paid by each Railway for capital and other expenditure in the provision of joint works shall be determined by mutual agreement or, if necessary, by arbitration as provided for in Clause XXXVI.

CLAUSE XXXVI.

All questions which may arise in carrying out these arrangements, upon which the Traffic Managers of the two Railways cannot agree, shall be referred to the Agent of the Bombay, Baroda and Central India Railway and the Secretary to the Agent to the Governor-General for Rajputana in the Public Works Department, and in case of any difference of opinion between the two Railways as to the construction of any part of this Agreement, or as to its application to any particular case, it shall be open to either Railway to call for an arbitration to be conducted in the ordinary way.

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* As amended by Corrigendum dated 6th March 1917.

† As amended by Government of India, Public Works Department, letter No. 581-R.T. dated 3rd July 1903.

CLAUSE XXXVII.

This Agreement is subject to confirmation by the Board of Directors of the Bombay, Baroda and Central India Railway, the Jodhpur Darbar and the Government of India.

H. D. OLIVIER, *Major, R.E.*,
Agent, Bombay, Baroda and Central India Railway.

PRATAP SINGH, *Lieut.-Col., K.C.S.I., A.D.C.*,
Musahib Ala, Marwar State.

1st June 1895.

No. XXI.

MEMORANDUM of AGREEMENT entered into between the BRITISH GOVERNMENT and HIS HIGHNESS MAHARAJA SARDAR SING BAHADUR of JODHPORE for the introduction of more definite arrangements for the effective control and discipline of the MARWAR IMPERIAL SERVICE TROOPS when serving beyond the frontier of the MARWAR STATE,—1899.

Whereas His Highness Maharaja Sardar Singh of Jodhpore maintains a force of Imperial Service Troops for the purpose of co-operating, if need be, in the defence of the British Empire, and

Whereas it is necessary to make definite arrangements for the effective control and discipline of the said troops when serving beyond the frontier of the Marwar State;

It is hereby agreed between the Governor-General of India in Council of the one part and His Highness Maharaja Sardar Singh of Jodhpore on the other, as follows, namely—

1. Whenever the said force or any portion thereof is moved beyond the frontier of the said State, the Governor-General in Council shall have power to appoint one or more British officers to command the said Imperial Service Troops, and such officer or officers shall, by virtue of this agreement, be authorised to administer in respect of the said Imperial Service Troops, so serving, the military laws and regulations to which they are subject under the law of the said State, and for that purpose and for the due preservation of discipline among the same, to convene all such Courts, and to issue all such orders, and pass all such judgments and sentences, and generally to exercise all such authority as might be lawfully convened, issued, passed and exercised respectively by the officers in command of the same when serving within the territorial limits of the said State: Provided always that the execution of every sentence so passed shall be carried out under the orders of the said Maharaja Sardar Singh of Jodhpore or of some person to whom the requisite authority has been delegated by him.

2. In order further to ensure the efficiency of the said Imperial Service Troops, and the maintenance of discipline among them when serving along with Her

Majesty's forces, the said Maharaja Sardar Singh of Jodhpore has embodied in the disciplinary law of his State, applicable to the said Imperial Service Troops when employed on active service either within or without British India, the provisions, *mutatis mutandis*, of the Indian Articles of War. The due application and enforcement of the said provisions in respect of the Imperial Service Troops aforesaid shall be carried out under the authority of the officer or officers appointed by the Governor-General of India in Council in that behalf, under the first article of this agreement.

Signed at Jodhpore this nineteenth day of April in the year A.D. one thousand eight hundred and ninety-nine.

SARDAR SINGH,
Maharaja of Jodhpore.

CHAS. E. YATE, *Lieut.-Col.*,
Resident, Western Rajputana States.

Approved and confirmed by the Government of India.

By order,

SIMLA; H. S. BARNES,
The 7th May 1901. *Secretary to the Government of India, Foreign Department.*

No. XXII.

AGREEMENT entered into by the MAHARAJA of JODHPUR regarding the CESSION of JURISDICTION on the JODHPUR portion of the JODHPUR-BIKANER RAILWAY,—1900.

I, Raj Rajeshwar Maharaja Dhiraj Maharaja Sirdar Singh of Marwar, hereby cede to the British Government full and exclusive power and jurisdiction of every kind over the lands in the said State which are, or may hereafter be, occupied by the Jodhpur-Bikaner railway and its current and future extensions (including all lands occupied for stations, for out-buildings and for other railway purposes), and over all persons and things whatsoever within the said lands.

SIRDAR SINGH,
1900. *Maharaja of Jodhpur.*

No. XXIII.

MEMORANDUM of AGREEMENT between the GOVERNMENT of INDIA and HIS HIGHNESS the MAHARAJA of JODHPUR and the COUNCIL of REGENCY, BIKANER, for the construction of a RAILWAY on the metre gauge from BALOTRA to HYDERABAD, and for the WORKING thereof by the JODHPUR-BIKANER RAILWAY ADMINISTRATION, dated the 22nd December 1900.

1. *Construction of the line.*—The portion of the line from Balotra to Hyderabad within Marwar territory shall be constructed on the same standard as the Jodh-

pur-Bikaner Railway by and at the cost of the Jodhpur Durbar, and the portion within British territory shall similarly be constructed by and at the cost of the Government of India.

2. *Working of the line.*—The line shall be worked as a part of the Jodhpur-Bikaner Railway System, the Manager of the Railway System being the Manager of the amalgamated undertaking.

3. * *Rolling Stock.*—The whole of the Rolling Stock required for working the Jodhpur-Hyderabad Railway shall be provided by and at the cost of the Jodhpur and Bikaner Durbars, and the Government of India shall pay to the Durbars in each year † a sum equal to 5 per cent. of the cost of the stock, and this payment shall be in addition to the working expenses payable under clause 9.

The cost of the Rolling Stock shall be the book value at the time and the amount chargeable for the use of the stock, shall be arrived at as follows :—The whole cost of the Joint Stock of the System shall be divided between the several sections of the railway in proportion to the gross earnings of the period of each section, and the proportion which falls to the share of Jodhpur-Hyderabad Railway, shall be the amount on which the charges of 5 per cent. shall be made.

There shall also be a separate schedule of the cost of any stock, which cannot be considered as Joint such as Refreshment Cars, which do not ply on each section nor are profit earning. The charge for such stock shall be 5 per cent. on the cost divided between the sections using it in proportions to the mileage on which it runs on each section.

4. *Rates and fares.*—The schedules of maxima and minima rates and fares and the classification of goods in force on the North-Western Railway from time to time shall be in force on the British Section of the Railway, through rates being divided in mileage proportion.

5. *Services to the Government of India.*—All services which the Government of India may require to be rendered on the British Section of the line to the Post Office, the Military Department, the Police Department or any other Department of the Indian Government, or to the High Government officials, shall be performed on the same conditions and at the same rates as may be in force from time to time on other railways on the same gauge belonging to the Government of India

6. *Telegraphs.*—The Telegraph line on the section of the railway in Jodhpur territory shall be constructed and maintained by the Imperial Telegraph Department on the same terms as regards charges for rent and maintenance as may be from time to time in force on State Railways in British India. The Jodhpur Durbar shall work the line in strict accordance with the rules which have been, or which may from time to time be, authorised by the Governor-General in Council for adoption and working of Licensed Telegraph lines in British India.

7. *Police.*—The law and order police maintained on the Jodhpur and Bikaner Railways, and on the new extension shall be provided by the Government of India,

* As amended by Corrigendum No. 1, dated 9th July 1923.

† As amended by Railway Board's letter No. 1537-R.T., dated 20th August 1906.

the amount representing the cost of the law and order police in Jodhpur and Bikaner territory being subsequently recovered from the Durbars. The cost of the watch and ward police shall be debited to the working expenses of the amalgamated undertaking.

8. *Earnings.*—The gross earnings of the sections of the railway in British and Jodhpur territory shall be separately recorded. All earnings from Telegraphs, wharfage, demurrage, sale of goods, terminals, etc., at a station shall be treated as earnings of that station. All traffic earnings shall be remitted to the Jodhpur State Treasury, and as soon as each month's accounts are audited, 40 * per cent. of the gross earnings of the British Section for that month shall be paid to the Government of India, the balance whether in favour of the Durbar or the Government of India being adjusted at the close of each year † as soon as possible after the Revenue Accounts are rendered.

9. ‡ *Working Expenses.*—The working expenses of the amalgamated undertaking excluding the cost of maintenance (but including rent of Joint Works and interest at 4½ per cent. on funds provided for the purchase of stores required for the maintenance and working of the combined undertaking) shall be divided between the British and Native State Sections of the line in the ratio of the gross earnings of each section. The maintenance charges shall be the actual expenditure in each section of the line for direct charges, and for Joint charges, such as salary, allowances and other expenses of the Chief Engineer, the proportion due in the ratio of gross earnings.

10. *Avdit of Accounts.*—The accounts shall be compiled and audited by the Bombay, Baroda and Central India Railway Company on terms to be settled between that Company and the Contracting parties. As an alternative arrangement, at the option of the Contracting parties, an Auditor shall be appointed on pay to be agreed upon.

11. *Undue Preference.*—The railway shall not as between the members of the public make or give any undue or unreasonable preference or advantage to or in favour of any person or company or any particular description of traffic or subject any particular person or company to any undue or unreasonable prejudice or disadvantage. The Government of India shall have full power for the purposes of this clause to decide whether any preference, advantage, prejudice or disadvantage is undue or unreasonable.

12. *Duration of the Agreement.*—This agreement as regards the working of the railway shall have effect from the date of opening of the same to public traffic, and shall remain in force until determined by one of the parties thereto giving twelve calendar months' previous notice in writing of the termination thereof. Such notice shall take effect only on the first day of April † in any year.

Dated the 22nd day of December 1900.

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* As amended by Railway Board's letter No. 1034-F., dated 6th December 1921.
† As amended by Corrigendum No. 1, dated 9th July 1923.
‡ As amended *vide* Railway Board's letter No. 2197-R.S., dated 26th October 1908.

No. XXIV.

AGREEMENT between the BOMBAY, BARODA and CENTRAL INDIA RAILWAY (including the RAJPUTANA-MALWA RAILWAY) and the JODHPUR * RAILWAY for interchange of coaching and goods traffic at MARWAR RAILWAY JUNCTION and interchange of rolling stock *viá* MARWAR RAILWAY JUNCTION and for the joint working at MARWAR RAILWAY JUNCTION,—1904.

CLAUSE I.

(*a*) This agreement shall come into force on and from the 1st January 1904, except when otherwise stated, and shall be subject to revision from time to time, but shall remain in force until the expiration of six months' notice from either Railway desiring to revise or cancel it, except as regards any clause in respect of which a different term of notice is specially fixed.

[The six months' notice of revision or termination of the agreement when given by either party shall only expire either on 30th September or 31st March in any year.]

(*b*) In this agreement, the present Marwar Railway Junction shall be the junction for interchange of traffic between the Bombay, Baroda and Central India Railway, and the Jodhpur * Railway.

CLAUSE II.

The principle of this agreement, except so far as it relates to special arrangements at Marwar Railway Junction shall be extended by either railway to any other railway working in connexion with it, the two railways, parties to the agreement, being responsible to each other for all through traffic so forwarded.

CLAUSE III.

Goods and coaching traffic of all kinds, with the exception indicated in Clause IV, shall be booked through between any station on the Bombay, Baroda and Central India Railway, or connected railways and any station on the Jodhpur * Railway or connected railways *viá* Marwar Railway junction except such small stations as may be excluded by the Manager, Jodhpur * Railway, and the General Traffic Manager, Bombay, Baroda and Central India Railway.

CLAUSE IV.

(*a*) Packages weighing more than 10 tons, or exceeding 24 feet long by 7 feet 4 inches broad by 6 feet 11 inches high, outside measurement, shall not be booked through, except by special arrangement.

(*b*) But the restriction as to length shall not include girders, long timber, etc., which can be carried in bolster trucks.

* As amended by Corrigendum dated 23rd March 1925.

CLAUSE V.

Coaching and goods traffic will be exchanged between the Bombay, Baroda and Central India Railway and the Jodhpur * Railway at Marwar Railway junction.

CLAUSE VI.

(*a*) Through traffic shall be understood in all cases to mean goods and coaching traffic which may be booked or invoiced, in accordance with the terms of this agreement, through from any one station on one of the two contracting lines or any line beyond, to any station on the other or any line beyond.

(*b*) Traffic booked or invoiced by either of the two railways to or from Marwar Railway junction is not to be considered as through but as local traffic.

CLAUSE VII.

Each railway shall furnish the other with tables of the rates to be charged from the junction of interchange to all its stations. These rates shall, unless special reduction is agreed to, be the same as the local rates and shall include terminals cartage charges, etc., No terminals shall be levied by either railway for the junction of interchange.

CLAUSE VIII.

No alternation of rates, classification, rules or conditions applying to through traffic, shall be made by either railway without the notice required by rule 32 of regulations passed by the Railway Conference of 1900.†

CLAUSE IX.

The through rates, fares and charges, with the exception of the special rates alluded to in the foregoing paragraph, shall be the sum of the two local rates to the junction of interchange as furnished in accordance with the preceding clause.

CLAUSE X.

(*a*) The minimum weight of goods for charge shall be half a maund.

(*b*) The minimum charge for goods shall be eight annas in through booking divisible in mileage proportion.

(*c*) In cases of minimum charge arising in through traffic the two lines shall be treated as one.

CLAUSE XI.

All work within the junction station, *i.e.*, that connected with traffic working of all descriptions and also with the maintenance of joint buildings and works shall be performed by the Bombay, Baroda and Central India Railway, by whom

* As amended by Corrigendum dated 23rd March 1925.

† Not reproduced.

the necessary staff shall be employed, controlled and paid, subject to the rule for division of expenses laid down further on.

Each railway, however, shall perform and pay for the necessary maintenance of the lines and works constructed for its exclusive requirements.

CLAUSE XII.

(*a*) If at any time either line should find itself unable, either from want of vehicle stock or engine power or from any other cause, to receive and forward all the traffic tendered or likely to be tendered by the other line, it shall be competent for the receiving line to give notice (of not less than 7 days) to the said other line of the maximum quantity it will be prepared to receive and forward, and of the period during which the restriction will be necessary, and during such period the said railway shall not be bound to receive more than the quantity so specified.

(*b*) This is, however, not intended to prevent special arrangements being made in case of any accidental interruption rendering the passage of traffic impossible.

CLAUSE XIII.

(*a*) All claims for compensation on local traffic of either railway shall be charged to the railway concerned.

(*b*) All claims for compensation on through traffic exchanged between the Bombay, Baroda and Central India Railway and the Jodhpur * Railway, shall be settled in accordance with regulation No. 35 of the Railway Conference of 1900, subject to any modifications which may be agreed to at any subsequent Conference.

CLAUSE XIV.

(*a*) All damages or accidents which may be caused by the Marwar Railway junction station staff to the public or to the stock of the two railways, or to the traffic, whether goods or otherwise, and whether through or local, or which may from time to time arise or occur within the limits of the Marwar Railway junction station, and all damages, or losses, or claims, which either of the railways may sustain, or be put to, in consequence of the acts of the junction station staff, whether arising from carelessness or otherwise, within the limits of the junction station, shall be charged to the joint station expenses account.

(*b*) Each railway shall be separately and individually responsible for damages or accidents caused by its own running or either staff not being joint station staff, within the limits of the joint station.

(*c*) Any repairs necessary to render Jodhpur * Railway stock fit for running shall be effected by the Jodhpur * Railway.

(*d*) Notice of damage to Jodhpur * Railway stock occurring at the junction shall be given to the local representative of the Jodhpur * Railway.

* As amended by Corrigendum dated 23rd March 1925.

CLAUSE XV.

Through traffic to or from either railway shall have no preference in any respect over traffic tendered for despatch locally.

CLAUSE XVI.

(*a*) Within the following limitations each railway shall be responsible for the collection and payment to the other of all charges which may be due to it on interchanged traffic.

(*b*) The receiving railway shall be responsible for the collection of correct charges on all coaching traffic with the exception of the following, for which the forwarding railway shall be entirely responsible :—

(*i*) Insurance charges.
(*ii*) Freight on perishable articles and live stock.
(*iii*) Freight on commissariat, ordnance, medical and other Government stores booked from foreign lines prepaid by credit notes.
(*iv*) All errors in freight paid by credit notes (Military Department).
(*v*) Parcels booked in charge of the owner.
(*vi*) Charges on passenger fares, passengers' luggage, specie and palanquins, and on carriages.

(*c*) The responsibility for the collection of correct charges on goods traffic of all descriptions shall be governed by the provisions of the Railway Conference rules for the time being in force.

CLAUSE XVII.

Telegrams on the joint business of the two railways shall be interchanged free.

CLAUSE XVIII.

The audit offices of the two railways shall exchange weekly division sheets ; each railway to have in division its own rates and charges, as quoted for through traffic in accordance with Clause IX, except in the case of minimum and other charges common to both lines, which shall be divided by mileage. All inwards through traffic shall be accounted for within six weeks from the date the invoices pass Marwar Railway junction.

A monthly settlement of accounts, based on division sheets, of through traffic transactions and bills as rendered, shall be made by the debtor railway by payment in cash.

CLAUSE XIX.

The week shall in all cases end at 12 o'clock on Saturday night. When the 30th June and 31st December do not fall on a Saturday, two returns shall be rendered —one for the period commencing from the first day of last week to the end of the month, and another from the first day of the next month up to and including the second Saturday of that month.

CLAUSE XX.

The day shall in all cases be reckoned as 24 hours commencing at 12 o'clock at night; part of a day to be reckoned as a day. Madras time shall be adopted in all cases; Sundays, Christmas Day and Good Friday shall be treated as ordinary working days.

CLAUSE XXI.

For the shunting and marshalling of its own trains and vehicles in the Marwar Railway junction yard, each railway shall provide its own engine power and drivers subject to the control of the joint staff, unless otherwise arranged.

CLAUSE XXII.

(*a*) Each railway shall supply the lamps and other running stores necessary for its own trains, as well as the tickets, way-bills, and other station forms necessary for its own particular purposes, as also the menial staff for its own running rooms.

(*b*) Each railway shall provide at its own cost the staff, oil and other stores for examining, cleaning, lubricating and lighting its vehicles at the Marwar Railway junction, whether attached to its own or the other railway's trains or standing at the station.

CLAUSE XXIII.

The distant signals on either side of the Marwar Railway junction shall be considered and accepted as the limits of the joint station, and all signals within the joint station, as well as the distant signals, shall be worked by the Rajputana-Malwa Railway.

CLAUSE XXIV.

The yearly establishment rolls for the Marwar Railway junction shall be approved by both railways. In case, however, of unforeseen pressure of traffic, the Manager Jodhpur * Railway, and the General Traffic Manager, Bombay, Baroda and Central India Railway, may agree to a temporary increase of establishment.

CLAUSE XXV.

(*a*) The joint station master shall be equally subject to the orders of the Manager, Jodhpur* Railway, and the General Traffic Manager, Bombay, Baroda and Central India Railway, for the special work of each line as affecting the joint station; he shall perform such duties as are demanded of station masters on each railway, and shall render all working and audit returns which are required.

(*b*) The station premises, working and books shall be open to inspection by the officers of either railway.

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* As amended by Corrigendum dated 23rd March 1925.

CLAUSE XXVI.

The staff of the Jodhpur * Railway are, while within the limits of the Marwar Railway junction, to obey and be bound by all the rules and all the regulations, and also all instructions which may be from time to time in force, and which may be issued by the authorities of the Bombay, Baroda and Central India Railway to the said staff, and authorities of the Bombay, Baroda and Central India Railway are to have the same rights and control over the staff of the Jodhpur * Railway while within the limits of Marwar Railway junction as if they were the staff of the Bombay, Baroda and Central India Railway itself.

CLAUSE XXVII.

(*a*) The rules for the interchange of traffic and rolling stock between railways, as adopted at the Railway Conference of 1900, shall be adhered to, subject to any modification which may be agreed to at any subsequent Conference or which may be adopted on a reference through the President in accordance with the rules of procedure, or by mutual consent.

(*b*) All Rajputana-Malwa Railway vehicles worked through to the Jodhpur * Railway must be returned at the Junction in exactly the same position as regards front and rear as when handed over to that line.

(*c*) Only such rolling stock as shall be approved by the authorities of either railway shall be received over at the junction; and it shall be in the power of the authorities of each line to refuse to receive any rolling stock which may, for any reason, be considered unfit to run on the receiving railway.

(*d*) The cost of the transhipment of goods from the vehicles of one line into vehicles of the other line at the junction, which is rendered necessary by the unsuitability of the rolling stock of either line for exchange, shall be paid by the railway owning the unsuitable stock.

CLAUSE XXVIII.

Open trucks containing damageable goods shall not be sent from one railway to the other, without such notice as will admit of efficient arrangements being made for sheeting, if necessary.

CLAUSE XXIX.

Terms for hire of engines and vehicles, and for shunting powers on special occasions, shall be settled from time to time by the two managements.

CLAUSE XXX.

Such records of interchange of traffic and stock shall be kept at Marwar Railway junction station as may be agreed to by the Manager, Jodhpur * Railway, and the General Traffic Manager, Bombay, Baroda and Central India Railway.

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* As amended by Corrigendum dated 23rd March 1925.

CLAUSE XXXI.

(*a*) The cost of erecting the Marwar Railway junction station buildings, goods sheds and all premises and staff quarters, which are used for traffic purposes by both railways, and of such alterations and additions as may be from time to time required to be used in common by both railways, including the cost of works dismantled or demolished to facilitate the interchange of traffic, is to be ascertained and recorded; and the plans and estimates of future alterations and additions are to be agreed upon from time to time between the two railways before any new work is commenced. The expenditure thus agreed upon and incurred is to be provided by the Bombay, Baroda and Central India Railway, subject to provision of Clause XXXIII.

(*b*) Any expenditure which may be required from time to time on new minor works or on minor additions and alterations to existing premises, required for the joint use of both railways, which is chargeable to Revenue under the rules in force from time to time on the Bombay, Baroda and Central India Railway, shall be debited to the joint station expenses account. Such additions, alterations and new minor works, chargeable to Revenue, shall be executed by the Bombay, Baroda and Central India Railway upon plans and estimates which shall be agreed to by the two railways before the work is commenced.

No interest will be charged thereon, but a separate account shall be maintained thereof for the purposes of Clause XXXIV. These works shall be maintained by the Bombay, Baroda and Central India Railway, and that railway shall in addition to the actual cost of the works debited, as incurred, to joint station expenses account, debit half-yearly to joint station expenses, 5 per cent. per annum on the cost of permanent way, points and crossings and ballast and 2½ per cent. per annum on the cost of all other such works, on account of such maintenance, provided always that no maintenance shall be charged until such work is completed.

CLAUSE XXXII.

(*a*) Interest at the rates given below on the capital outlay of the works, etc., in joint use shall be charged to joint station expenses :—

On cost of structures at 6½ per cent. per annum.

On cost of ballast and permanent way 9 per cent. per annum.

N.B.—A schedule of these works will be prepared hereafter.

(*b*) The interest charge shall include maintenance.

NOTE.—Interest on Capital expenditure incurred on works on and from the 1st April 1918, will be charged at the rate of 5½ per cent., per annum, instead of 4 per cent., per annum, as provided for in the Agreement (*vide* Railway Board's Circular, No. 720-W.-18, dated the 19th September 1918).

CLAUSE XXXIII.

Unless otherwise provided herein, the cost of the joint station expenses and interest charges on cost of joint buildings, way and works as also the cost of maintaining telegraph instruments in joint use, excluding all sums recovered for rent

or use of any of the joint works or premises and other incidental receipts of the nature referred to in Clause 16 of the pattern form of agreement promulgated with Government of India's Circular No. XII of 1889, shall be divided between the two railways in proportion to the weight of traffic of each line dealt with at the Marwar Railway junction, in the following manner :—

(a) One-fourth to be paid by the Bombay, Baroda and Central India Railway as their share of the cost of working the Rajputana-Malwa Railway's through passenger and through goods at Marwar Railway junction.

(b) The balance (three-fourths of the total expenses) to be divided over the total number of tons of joint through and local traffic passing through the joint station, exclusive of the railway material and the through traffic referred to in sub-clause (a) above. For the purposes of arriving at the gross tonnage of coaching traffic in connection with the division of joint expenses, each passenger shall be reckoned as equal to $\frac{1}{10}$th of a ton, other items, such as horses, dogs, etc., being omitted, but parcels shall be included at actual weight.

NOTE*(i).—It is hereby agreed that the Jodhpur Railway shall pay to the Bombay, Baroda and Central India Railway half-yearly a sum of Rs. 6,300 as their share of the working expenses on condition that either Railway may withdraw from the Agreement or modify the sum payable, if desired, by giving a clear six months' notice to the other, to terminate either on the 30th September or 31st March in any year.

The sum of Rs. 6,300 referred to above shall be held to also include the Jodhpur Railway share of all amounts paid on account of compensation claims, haulage on misdespatched wagons and outlay on Joint new minor works debitable to Revenue, *vide* paragraph(b) of Clause XXXI of the Agreement, but any large Revenue outlay incurred on extensive improvements such as remodelling of joint yards, and additions and alterations, costing Rs. 5,000 and over, or for adjustments in connection with the cost of old works abandoned or dismantled, and special compensation claims, damages or losses amounting to Rs. 500 and over, etc., shall be treated as outside the lump sum of Rs. 6,300 and dealt with in terms of the Agreement.

The sum of Rs. 6,300 shall be subject to reconsideration and revision after three years from the date ‡ on which it begins to apply.

NOTE (ii).—It is hereby agreed that the Jodhpur † Railway shall pay to the Bombay, Baroda and Central India Railway half-yearly a lump sum of Rs. 1,320 as their share of the transhipment charges incurred on Interchanged goods traffic at Marwar Junction on condition that either Railway may withdraw from the Agreement or modify the sum payable, if desired, by giving a clear six months' notice to the other, to terminate either on the 30th September or 31st March in any year.

The sum of Rs. 1,320 referred to above shall be subject to re-consideration and revision after three years from the date ¶ on which it begins to apply.

The present arrangement that each Railway will do the handling of its own local goods at the Junction will remain unchanged.

N.B.—‡ This shall have effect from the 1st April 1923.

¶ This shall have effect from the 1st August 1922.

CLAUSE XXXIV.

Upon the termination of this agreement and in the event of work provided under it being no longer required by either of the two railways, the amount of compensation to be paid by each railway for capital and other expenditure in the provision of joint works shall be determined by mutual agreement or, if necessary, by arbitration as provided for in Clause XXXV.

* As inserted by Corrigendum dated 24th March 1927.

† As amended by Corrigendum dated 23rd March 1925.

CLAUSE XXXV.

All questions which may arise in carrying out these arrangements, upon which the Traffic Managers of the two railways cannot agree, shall be referred to the Agent of the Bombay, Baroda and Central India Railway, and the Secretary to the Agent to the Governor-General for Rajputana in the Public Works Department, and in case of any difference of opinion between the two railways as to the construction of any part of this Agreement, or as to its application to any particular case, it shall be open to either railway to call for an arbitration to be conducted in the ordinary way.

CLAUSE XXXVI.

This agreement is subject to confirmation by the Board of Directors of the Bombay, Baroda and Central India Railway, the Jodhpur Darbar and the Government of India.

W. HARVEY,

Acting Agent, Bombay Baroda and Central India Railway.

SUKHDEOPERSHAD,

Senior Member, Mahakmakhas, Marwar State.

The 13th April 1904

Approved.

R. TODD,

Acting Manager, Jodhpur Railway.

The 30th January 1904.

Countersigned.

R. H. JENNINGS, *Lt.-Col., R.E.,*

Resident, Western Rajputana States.

No. XXV.

AGREEMENT entered into by the JODHPUR DARBAR regarding the CESSION of JURISDICTION on the JODHPUR portion of the REWARI-PHULERA CHORD RAILWAY,—1905.

The Marwar Darbar, in Rajputana, hereby cede to the British Government full and exclusive power and jurisdiction of every kind over the lands in the Marwar State which are, or may hereafter be, occupied by the Rewari-Phulera Chord Railway and its current and future extensions (including all lands occupied

for stations, for out buildings and for other railway purposes), and over all persons and things whatsoever within the said lands.

JODHPUR;
The 10th August 1905.

SUKHDOE, C.I.E., *Rao Bahadur,*
Senior Member, Mehkma Khas,
Raj Marwar.

ABU;
The 12th August 1905.

W. STRATTON, *Major,*
Resident, Western Rajputana States.

No. XXVI.

AGREEMENT between the NORTH WESTERN RAILWAY and the JODHPUR-BIKANER RAILWAY, for working the HYDERABAD (SIND) JUNCTION, and for the interchange of COACHING and GOODS traffic thereat, and for working RAHOKI and TANDO THORO flag stations as JOINT stations,—1905.

CLAUSE I.

(*a*) This agreement shall be held to have come into force on and from the 26th October 1901. It shall be subject to revision from time to time, but shall remain in force until the expiration of six months' notice from either railway desiring to revise or cancel it, except as regards any clause in respect of which a different term of notice is specially fixed. The * notice shall expire only on 31st of March or 30th of September in any year.

(*b*) Of the three stations named above the present Hyderabad (Sind) station of the North Western Railway shall be the only station of interchange between the North Western Railway and Jodhpur-Bikaner Railway.

CLAUSE II.

Unless there is something contrary or repugnant in the context, the following terms are throughout this agreement to bear the meaning and interpretation named below, *viz.* :—

1. North Western Railway, Jodhpur-Bikaner Railway, include all railways worked for the time being by those railways respectively.
2. Stations, traffic, vehicles, rates, fares, etc., of the North Western Railway and Jodhpur-Bikaner Railway, respectively, mean and include the stations, traffic, vehicles, rates, fares, etc., of other Railways with which the North Western Railway and the Jodhpur-Bikaner Railway may, respectively, have through traffic arrangements from time to time, as well as those of the home lines concerned.

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* As amended by Corrigendum issued under the Assistant Accountant-General, Railways, Memorandum No. 763-T., dated 1st June 1915.

3. North Western Railway *local traffic* means all traffic booked and carried by North Western Railway trains between Hyderabad (Sind), Tando Thoro and Rahoki joint flag stations, and between these and any station of the North Western Railway and connected railways.

4. Jodhpur-Bikaner Railway *local traffic* means all traffic booked and carried by Jodhpur-Bikaner Railway trains between Hyderabad (Sind), Tando Thoro and Rahoki joint flag stations, and between these and any station of the Jodhpur-Bikaner Railway and connected railways.

5. *Interchange traffic* means all traffic booked through between any station *other than Hyderabad (Sind), Tando Thoro and Rahoki joint flag stations* of the Jodhpur-Bikaner Railway and connected railways, Out-agencies and Steam Ship Companies, and any station *other than Hyderabad (Sind), Tando Thoro and Rahoki joint flag stations* of the North Western Railway and connected railways, Out-agencies and Steam Ship Companies.

6. North Western Railway passing traffic means all traffic of the North Western Railway between stations on the North Western Railway on either side of Hyderabad (Sind) junction station and which, therefore, only passes through the junction station.

7. *The Joint station staff* means all staff of all kinds employed in loading and unloading and transhipping goods and working traffic through and in and out of the Hyderabad (Sind), Tando Thoro and Rahoki joint flag stations, and includes Goods and Coaching clerks, Telegraph Signallers, Police, Pointsmen, Shunters, and all other staff employed in receiving and despatching and dealing with trains and traffic of all kinds.

8 *Running staff* means and includes Drivers, Firemen, Guards, Brakesmen and all other staff that may be employed from time to time in actual working of the trains.

9. *Trains* mean and include engines, whether with or without brakes or other vehicles.

10. *Traffic earnings* mean and include the receipts for all Coaching and Goods traffic, and for telegrams and all other earnings at the Hyderabad (Sind), Tando Thoro and Rahoki joint flag stations.

11. *The Joint Stations Expenses* mean all the expenses (excluding shunting, which will be done by each Railway concerned) which the North Western Railway may incur in working the three aforesaid stations. They include the provision of stationery, forms, &c., required for joint purposes, the cost of lighting the stations and lighting the signals, the cost of cleaning and conservancy, rent, and maintenance of Telegraph instruments and wires, pay of level-crossing Gatekeepers employed on the line between Rahoki flag station and Hyderabad, and all other expenses of all sorts incidental to, or connected with, the proper work-

ing of the stations, and also interest on the capital cost of the joint stations premises and station furniture, as well as the cost of their maintenance and renewals.

N.B.—In the case of stationery and consumable stores supplied by North Western Railway for joint use as contemplated above, no elaborate record need be maintained to arrive at the actual cost of the same, but a half-yearly lump sum charge, to be mutually agreed upon, will be debited to Joint Stations Expenses.

CLAUSE III.

Goods and Coaching traffic of all kinds interchanged at Hyderabad (Sind), with the exceptions indicated in Clause IV, shall be booked through between any station on the North Western Railway and connected railways and any station on the Jodhpur-Bikaner Railway and connected railways, *viâ* Hyderabad (Sind), except such small stations as may be excluded by the Traffic Managers of the two lines.

CLAUSE IV.

(*a*) Packages weighing more than 8 tons, or exceeding 24 feet long by 7 feet 4 inches broad by 6 feet 11 inches high, outside measurement, shall not be booked through except by special arrangement.

(*b*) But the restriction as to length shall not include girders, long timber, etc., which can be carried in bolster trucks.

CLAUSE V.

Each railway shall furnish the other with tables of the rates to be charged from the junction of interchange to all its stations. These rates shall, unless special reduction is agreed to, be the same as the local rates, and shall include terminals, cartage charges, etc., with the exception that no terminals shall be levied by either railway for the junction of interchange.

CLAUSE VI.

The through rates, fares and charges, with the exception of the special rates alluded to in the foregoing paragraph, shall be the sum of the two local rates to the junction of interchange as furnished in accordance with the preceding clause.

CLAUSE VII.

The minimum charge for goods shall be 8 annas, in through-booking, divisible in mileage proportion.

In case of minimum charges arising in through traffic the two lines shall be treated as one.

CLAUSE VIII.

All work within the three joint stations connected with the traffic working of all descriptions and the construction and maintenance of joint buildings and works shall be performed by the North Western Railway by whom the necessary

staff shall be employed and paid, subject to the rule for division of expenses laid down further on; but each railway shall perform the necessary maintenance of the lines and works constructed for its exclusive requirements.

CLAUSE IX.

(*a*) The North Western Railway shall provide and be responsible for the labour and appliances necessary for transhipment of through goods at Hyderabad (Sind) Junction. The cost of this work shall be equally divided between the North Western and Jodhpur-Bikaner Railways, subject to agreement as to rates, and provided that no charge shall be made to the public except by previous agreement.

(*b*) No Jodhpur-Bikaner Railway wagon or wagons belonging to any railway working in connection with the Jodhpur-Binaker Railway shall be detained under load beyond 36 hours after arrival at Hyderabad (Sind), and should any wagon be so detained, it shall be subject to a charge of demurrage at the rate which may be laid down from time to time for interchange of rolling stock, in accordance with the Conference Regulations. The calculation of penalty charges to commence from the first complete hour after expiry of this period, fractions of hours being disregarded.

CLAUSE X.

To protect the North Western Railway from risk or loss arising from undue delay on the part of the Jodhpur-Bikaner Railway in providing wagons for loading, the Jodhpur-Bikaner Railway shall be liable to a penalty at the demurrage rate which may be laid down from time to time for interchange of rolling stock, in accordance with Conference Regulations on the carrying capacity of North Western Railway stock detained with such goods booked through to stations of the Jodhpur-Bikaner Railway or connected railways, as the Jodhpur-Bikaner Railway may fail to provide wagons for after 36 hours' notice, such penalty to be leviable up to the time the Jodhpur-Bikaner Railway wagons become available for loading at the transfer platform.

The calculation of the penalty charges to be made as in the case of Clause IX(*b*).

The penalties laid down in this and the preceding clause shall not apply to girders, timber and such heavy and bulky articles as may from time to time be exempted by special agreement between the Traffic Managers.

CLAUSE XI.

After 48 hours, all interchanged consignments shall be at the risk of the rail way on to which they are booked through.

CLAUSE XII.

If at any time, either line should find itself unable, either from want of vehicle stock or engine power or from any other cause, to receive and forward all the traffic tendered or likely to be tendered by the other line, it shall be competent for the receiving line to give notice, in accordance with the Conference Regulations in

3rd—Charges on Commissariat or Ordnance Stores booked as prepaid.

4th—All errors under Re. 1 either way in freight paid by credit-note.

5th—Undercharges in fares of passenger tickets, freight on passengers' luggage and in charges for insurance.

6th—Charges on all articles booked and carried with owners.

7th—Undercharges on specie, palanquins and carriages booked by passenger trains.

(c) Undercharges which are irrecoverable, on "paid" or "to pay" consignments will be adjusted in accordance with Conference Rules in force at the time.

CLAUSE XVII.

Letters and telegrams relating to joint business and interchanged traffic shall be interchanged free of charge between the two railways.

CLAUSE XVIII.

The Audit offices of the two railways shall exchange weekly division sheets, except in the case of parcels traffic for which North Western Railway shall submit monthly division sheets; each railway to have in division its own rates and charges as quoted for interchange traffic in accordance with Clause VI, except in the case of minimum and other charges common to both lines, which shall be divided by mileage. All inwards interchanged traffic shall be accounted for within six weeks from the date the invoices pass Hyderabad (Sind) Junction. A monthly settlement of accounts, based on division sheets, bills and statements as rendered, shall be made by means of an account current showing the amounts due from and due to each railway. The railway against which the balance of the account shall lie must pay the amount due by it by cheque to credit of the creditor railway. These adjustments will be made on the understanding that all the errors brought to notice will be adjusted without delay in subsequent accounts by the responsible railway.

CLAUSE XIX.

The week shall in all cases end at 12 o'clock on Saturday night. When the 30th September * and 31st March * do not fall on a Saturday, two returns shall be rendered: one for the period commencing from the first day of last week to the end of the month, and another from the first day of the next month up to and including the first Saturday of that month.

CLAUSE XX.

The day shall in all cases be reckoned as 24 hours commencing at 12 o'clock at night, part of day to be reckoned as a day. Sundays, Christmas Day and

* As amended by Corrigendum issued under the Assistant Accountant-General, Railways, Memorandum No. 768-T., dated 1st June 1915.

Good Friday shall be treated as ordinary working days. These days shall be considered as "*dies non*" in respect of demurrage only. No other *dies non* shall be allowed.

CLAUSE XXI.

Each railway shall supply shunting power for the vehicles of its own gauge.

CLAUSE XXII.

Each railway shall provide at its own cost all stores for its own exclusive use, and shall make its own arrangements for greasing, oiling, examining and repairing its own engines and other railway stock at the joint stations.

CLAUSE XXIII.

Each line shall supply passenger and other tickets, for booking to its own stations, as well as printed forms, and shall lamp its own trains.

CLAUSE XXIV.

The Jodhpur-Bikaner Railway shall bring its lines into the Hyderabad (Sind) station yard, and have the joint use of the said yard, as also of the yards at Rahoki flag junction and Tando Thoro joint stations, as far as may be necessary for joint convenience, in such a manner as may be agreed upon between the Managers of the two contracting railways.

CLAUSE XXV.

All works connected with the construction of buildings, and works within the limits of the Hyderabad (Sind), Tando Thoro and Rahoki flag stations yards, shall be carried out under the general direction of the Engineer of the North Western Railway, and in accordance with plans as agreed upon, as also all maintenance work within the same limits. Subject to the above, each railway shall provide and lay down and also maintain at its own cost, all permanent-way of its own gauge for use on its own lines, and also any works which may, by consent, be constructed for its own separate use, within the limits of the Hyderabad (Sind), Tando Thoro and Rahoki flag stations yards.

CLAUSE XXVI.

The cost of all alterations which are necessary for the interchange of traffic and the cost of all lands, buildings and works provided for joint use, shall be provided by the North Western Railway, and rental at the rate of 6¼ per cent. per annum on the whole cost of the work charged to joint stations expenses in respect of interest and maintenance.

CLAUSE XXVII.

The North Western Railway's existing works and premises, including machinery, furniture and all equipments to be used in common for joint purposes by the two railways using the junction and joint stations, shall be those detailed in the schedules of such works and premises including furniture and working plant to be hereafter prepared and agreed upon, and the total amount set opposite to those several items respectively in those schedules shall be that on which rent is to be charged, as provided in Clause XXVI of this agreement. No additions shall be made to these schedules without the previous consent of the railways using the junction and the joint stations.

As regards works originally constructed for joint use but subsequently abandoned, interest only at 4 per cent. per annum on the capital cost will be charged to joint account. The same rate of interest will be charged on all North Western Railway works and buildings that had to be abandoned or demolished owing to the entrance of the Jodhpur-Bikaner Railway into the three aforesaid joint stations.

CLAUSE XXVIII.

All new minor works and additions and alterations of a capital nature which may hereafter be found necessary shall be carried out by the North Western Railway when agreed to by both the parties to this agreement, and the cost thereof shall be added to the schedule of joint stations works referred to in Clause XXVII.

CLAUSE XXIX.

Unless otherwise provided herein, the cost of the three joint stations expenses in receipt, despatch and transhipment of passengers, goods, parcels, &c., and maintenance of joint buildings and works shall be paid by the two railways in the following proportions, *viz.* :—

(*a*) Of the total joint expenses of the three aforesaid joint stations including joint works and staff outside station limits, reduced by receipts as laid down in Clause XXX, 33⅓ per cent. will be borne by the North Western Railway for passing traffic. The balance of the joint stations expenses, *viz.*, 66⅔ per cent. shall be rateably divided between interchange and local traffic in proportion to weight, thereafter the proportion attributable to interchange traffic shall be divided half and half, and the proportion attributable to local traffic in proportion to the weight of such traffic for each railway.

(*b*) For purposes of joint stations expenses, the weight of goods and parcels traffic shall be reckoned on actual weight, and that of each passenger as one-tenth of a ton, no account being taken of coaching traffic other than passengers and parcels.

CLAUSE XXX.

Before, however, dividing joint stations expenses between the two lines, as indicated above, from the sum total of charges debitable to joint account will

be reduced the sum total of receipts on account of rents realized for the use of any of the buildings or premises in joint use, sale of lost and unclaimed and damaged property found on joint platforms or in joint station yards, rent of refreshment rooms, vendor's license fees, and all other incidental receipts at the joint stations on account of left luggage and platform tickets, &c., but not fines inflicted on the staff.

Lost and unclaimed property found in the trains of each railway shall be credited to the respective railways.

CLAUSE XXXI.

The half-yearly authorisations of establishment for the joint stations working shall be approved by both railways.

In case of unforeseen pressure, the Railway responsible for working the junction, *i.e.*, the North Western Railway, will make the necessary temporary arrangements until reference can be made and the consent of the Manager of the Jodhpur-Bikaner Railway obtained.

CLAUSE XXXII.

(*a*) The Joint Station Masters of the three joint stations shall be equally subject to the orders of the Traffic Superintendents of the two railways for the special work of each line as affecting the joint stations; they shall perform such duties as are demanded of Station Masters on each railway, and shall render all working and Audit returns which are required.

(*b*) The station premises working and books shall be open to inspection by the officers of either railway.

CLAUSE XXXIII.

The staff of the Jodhpur-Bikaner Railway are, while in the limits of the Hyderabad (Sind), Tando Thoro and Rahoki joint flag stations, to obey and be bound by all the rules and all the regulations, and also all instructions which may be from time to time in force, and which may be issued by the authorities of the North Western Railway to the said staff, and the authorities of the North Western Railway are to have the same rights and control over the staff of the Jodhpur-Bikaner Railway, while within the limits of Hyderabad (Sind), Tando Thoro and Rahoki joint flag stations, as if they were the staff of the North Western Railway itself.

II. The business of each railway shall have equal attention at the hands of the joint staff, who must carry out the instructions of the officers of the two railways concerned. Should the joint staff fail in any way to carry out the instructions of the duly authorised officers of the railway concerned, and in the case of dispute as to interpretation of the Rules and Regulations, the matter shall be referred to the Traffic Superintendent of the North Western Railway.

CLAUSE XXXIV.

Duty passes issued by either railway will entitle the holders to travel by either gauge between Hyderabad and Rahoki joint flag stations.

CLAUSE XXXV.

All questions which may arise in carrying out these arrangements upon which the Traffic Managers of the two railways cannot agree, shall be referred to the Managers of the respective railways, and in case of any difference of opinion between the two railways as to the construction of any part of this agreement, or as to its application to any particular case, the dispute shall be settled by arbitration in a manner to be arranged between the Managers of the two railways.

CLAUSE XXXVI.

This agreement is subject to confirmation by the Jodhpur Darbar.

R. TODD,
Acting Manager,
Jodhpur-Bikaner Railway.
Dated 22nd November 1905.

S. FINNEY,
Manager,
North Western Railway.
Dated 17th October 1905.

SUKHDEO,
Senior Member,
Mehkma Khas, Jodhpur.
Dated 19th November 1905.

No. XXVII.

CONTRACT between the SECRETARY OF STATE FOR INDIA and THEIR HIGHNESSES THE MAHARAJAS of JODHPUR and BIKANER for the WORKING, etc., of the MIRPUR KHAS-JHUDO RAILWAY, dated 16th September 1912.

This indenture is made on the 16th day of September 1912 between the Secretary of State for India in Council hereinafter called the "Secretary of State" of the first part His Highness the Maharaja of Jodhpur hereinafter called "the Maharaja of Jodhpur" of the second part and His Highness the Maharaja of Bikaner hereinafter called "the Maharaja of Bikaner" of the third part whereas the Jodhpur-Hyderabad Railway which is as to the portion thereof within the British territory the property of the Secretary of State and as to the remainder thereof the property of the Maharaja of Jodhpur is worked under and upon the terms of an agreement made between the same parties as the parties hereto and dated the 22nd December 1900 (as subsequently amended or modified by an agreement between the parties set forth in letters Nos. 1537-R.T. and 2197-R.S.

dated 20th August 1908 and 26th October 1908, respectively from the Secretary, Railway Board, to the Secretary to the Hon'ble the Agent to the Governor-General in Rajputana and Chief Commissioner, Ajmer-Merwara, Public Works Department) of which agreement of the 22nd day of December 1900 a copy (as so amended) is set forth in the first Schedule * hereunder written and by which (as so amended) it is provided (*inter alia*) that such railway should be worked as a part of the Jodhpur-Bikaner Railway System (which is the property of and is administered and managed by officers appointed by the Maharajas of Jodhpur and Bikaner) the Manager of that System being the Manager of the amalgamated undertaking that the whole of the rolling stock required for working the railway should be provided by and at the cost of the Jodhpur and Bikaner Durbars in consideration of the payment by the Government of India therein mentioned that the maxima and minima rates and fares and classifications of goods in force on the North Western Railway from time to time should be in force on the British Section of the said Railway that the gross earnings of the sections of the railway in British and Jodhpur territory (to be ascertained in accordance with the provisions of the said agreement) should be separately recorded and that all traffic earnings should be remitted to the Jodhpur State Treasury and as soon as each month's accounts were audited 40† per cent. of the gross earnings of the British Section for that month should be paid to the Government of India the balance whether in favour of the Durbar or the Government of India being adjusted at the close of the year‡ as soon as possible after the Revenue Accounts were rendered that the working expenses of the said amalgamated undertaking excluding the cost of maintenance (as therein mentioned) but including rent of Joint Works and interest at 4½ per cent. on funds provided for the purchase of stores required for the maintenance and working of the said amalgamated undertaking should be divided between the British and Native State Sections of the line in the ratio of the gross earnings of each section and that the said agreement should remain in force until determined by one of the parties thereto giving 12 calendar months previous notice in writing of the termination thereof such notice to take effect only on the first day of April ‡ in any year and whereas upon the signing of the hereinbefore recited agreement the Government of India in pursuance of request of the Marwar Durbar sanctioned as a temporary arrangement only and on the understanding that the stipulation in clause (4) of the said recited agreement remained unchanged the adoption on the British Section of the said railway of the classification of goods then in force on the Jodhpur-Bikaner Railway (which was that then in force on the Bombay, Baroda and Central India Railway) instead of that in force on the North Western Railway as provided by the said clause (4) and such modification is still in force and whereas by an agreement dated the 13th July 1911 * and made between the Secretary of State of the one part and the Sind Light Railways Limited (hereinafter called "the Company") of the other part

* Not reproduced.
† As amended, *vide* Railway Board's letter No. 1034-F., dated 6th December 1921.
‡ As amended by Corrigendum, No. 3, dated 9th July 1923.

(a copy of which agreement is set forth in the second schedule hereto *) after reciting that the Company had, through the agency of the said Jodhpur-Bikaner Railway, constructed and completed to the satisfaction of the Secretary of State a branch railway on the metre gauge from Jamrao Junction, a station on the said Jodhpur-Hyderabad Railway to Jhudo a distance of about fifty miles with all such stations and other conveniences and works as therein mentioned and that such branch railway had been opened for traffic over its whole extent on the 28th day of July 1909 it was (*inter alia*) provided and agreed that (by the 11th clause thereof) the Secretary of State should thenceforth until the determination of that contract, work and maintain the said railway or such part thereof as should for the time being have been opened for public traffic and should provide and maintain all necessary rolling stock through State Agency or through another agency to be selected by him in that behalf on the terms and subject to the conditions therein expressed; that (by the 12th clause thereof) the Secretary of State should have full power to enter into any contract or agreement with any Working Agency (which expression where used in the agreement now in recital was defined to mean the said Jodhpur-Bikaner Railway or any State or other Agency by which the said railway might for the time being be worked under the provision in that behalf therein contained being the clause now in recital) for the working maintenance and management of the said railway during the period therein aforesaid or during any part thereof and that any such contract or Agreement might be to such purport or effect with such additions, variations or modifications (if any) subject always to the provisions of the agreement now in recital as the Secretary of State should from time to time deem to be necessary or desirable; that (by the 13th clause thereof) all the business connected with the management and maintenance of the said railway and conducting the traffic thereon should in all respects as far as practicable be carried on in the same manner and subject to the same regulations and control by the Secretary of State as the like business on the Jodhpur-Hyderabad State Railway and the Company should not interfere or be concerned with such business; that (by clause 14th thereof) the rates and fares for the carriage of goods and passengers over the said railway or any portion thereof should be such as should from time to time be arranged between the Secretary of State and the Working Agency and the classification of goods thereon should be in conformity with that from time to time in force on the Jodhpur-Hyderabad (State) Railway provided that the rates, fares and terminals should be within the maximum and minimum rates, fares and terminals if any for the time being in force on the Jodhpur-Hyderabad (State) Railway and provided also that in calculating the rates for the carriage of passengers and goods and enhanced mileage might if so desired be assumed; that (by clause 19th thereof) out of the gross earnings to be derived from working the said last mentioned railway or any part thereof the Working Agency should in each year † retain forty per cent. which percentage so retained should be in full satisfaction and remuneration for the use of all the necessary rolling stock and machinery (other than

* Not reproduced.

† As amended, by Corrigendum No. 3, dated 9th July 1923.

fixed machinery) and for working managing and fully and efficiently maintaining renewing and upholding the said railway and railway stations and other conveniences and works, and in the said agreement now in recital are also contained provisions for the keeping of distinct and separate accounts as and in manner therein mentioned of the gross earnings derived by the Secretary of State or by the Working Agency from the working of the said last mentioned railway and for the determination of the contract constituted by the said agreement in certain events and at certain times and upon certain terms therein particularly set forth and whereas the Secretary of State is desirous in pursuance of the power vested in him by the said clause 12 of the lastly hereinbefore recited agreement of appointing the administration of the said Jodhpur-Bikaner Railway to be the Working Agency of the said Mirpur Khas-Jhudo Railway and of entering into a contract with the Maharajas of Jodhpur and Bikaner as the proprietors of the said Jodhpur-Bikaner Railway System for the working, maintenance and management of the said Mirpur Khas-Jhudo Railway accordingly and whereas in anticipation of the execution of these presents the said Mirpur Khas-Jhudo Railway has already since the opening thereof for traffic as aforesaid been worked managed and maintained upon the same terms as are hereinafter set forth for the future working management and maintenance thereof, now it is hereby mutually agreed and declared by and between the parties hereto in pursuance of the provisions of clause 12 of the said lastly hereinbefore recited agreement of the 13th day of July 1911 that the said Mirpur Khas-Jhudo Railway shall henceforth so long as both the said agreement of the 22nd day of December 1900 and the said agreement or the 13th day of July 1911 shall remain in force be worked, maintained and managed by the said Jodhpur-Bikaner Railway Administration as the Working Agency thereof in accordance with and (subject as hereinafter provided) upon the terms of the said hereinbefore recited agreement, dated the 13th day of July 1911 and shall be so worked, maintained and managed in conjunction with and in all respects considered and treated as if it had originally been a part of the said British Section of the Jodhpur-Hyderabad Railway and were subject to all the provisions of the hereinbefore recited agreement of the 22nd day of December 1900 so far as such provisions are not inconsistent with these of the said agreement of the 13th day of July 1911 and subject to the provisions of the said last mentioned agreement and so far as may be consistently therewith the gross earnings and working expenses of the said Mirpur Khas-Jhudo Railway as from the date of the opening thereof for traffic as aforesaid shall be treated as if they were part of the gross earnings and working expenses of British Section of the Jodhpur-Hyderabad Railway accordingly provided always that the cost of all repairs, restorations, renewals, replacement, alterations, improvements or additions or any other works and other expenses which under the said agreement, dated the 13th day of July 1911 are stipulated to be payable by the Working Agency or out of the sum thereby allowed to the Working Agency for the maintenance and working of the said last mentioned railway and which would not under the said agreement of the 22nd day of December 1900 if the said Mirpur Khas-Jhudo Railway had been originally subject thereto as part of the British Section of the said Jodhpur-

Bikaner Railway have been part of the working expenses of or have been payable out of or fallen to be borne by the gross earnings of the Native Section of the said Jodhpur-Hyderabad Railway or have been payable or fallen to be borne by the said Maharaja of Jodhpur shall be paid or borne by the said Secretary of State and if paid or borne out of the last mentioned gross earnings or by the said Maharaja of Jodhpur shall be repaid to him by the Secretary of State on demand and that the difference (if any) between the following sums, *viz.* :—

(*a*) the proportion *viz.*, 60 per cent. of the gross earnings of the said Mirpur Khas-Jhudo Railway for each year * during the subsistence of the agreement (as ascertained by the separate accounts to be kept in accordance with the said agreement of the 13th day of July 1911 as hereinafter provided) which under the combined effect of the said agreement of the 13th of July 1911 and these presents will be payable by the Jodhpur-Bikaner Railway Administration as such Working Agency as aforesaid to the Company, and

(*b*) the sum which would under the said Agreement of the 22nd day of December 1900 if the said Mirpur Khas-Jhudo Railway had been originally subject thereto as part of the said British Section of the Jodhpur-Hyderabad Railway and if the gross earnings thereof (ascertained by separate accounts as hereinafter provided) had been treated as separate from the gross earnings of the other portion of such last mentioned section so as to bear its own share of working expenses (ascertained as last aforesaid) have been payable to the Secretary of State in respect of the same half-year as the excess of the gross earnings of the said Mirpur Khas-Jhudo Railway (ascertained in accordance with such agreement) over the working expenses (as so ascertained) attributable to such railway for such year,*

shall be ascertained and shall be adjusted by payment of such difference by the Secretary of State to the said Jodhpur-Bikaner Railway Administration or by such Administration to the Secretary of State as the case may be according as the said sum payable by the said Administration to the Company for such year * shall be greater or less than the sum which would so as aforesaid have been payable by the Administration to the Secretary of State for the same year * if the said Mirpur Khas-Jhudo Railway had been originally subject to the said Agreement of the 22nd day of December 1900 and its gross earnings treated as last aforesaid and it is hereby expressly agreed and declared that accounts of the gross earnings of the said Mirpur Khas-Jhudo Railway and all such subsidiary accounts in respect of such railway as provided in the said Agreement, dated the 13th day of July 1911 shall be kept by the said Jodhpur-Bikaner Railway Administration as such Working Agency as aforesaid in accordance in all respects with the provisions regarding accounts of such agreement and separate from the accounts of the said Jodhpur-Hyderabad Railway as now existing and shall be opened at all

* As amended by Corrigendum No. 3, dated 9th July 1923.

times to the inspection of the Secretary of State and of the Company and any person or persons authorised by either of them for the purpose.

In witness thereof Robert Charles Francis Volkers, being Secretary to the Railway Board, acting in the premises for and on behalf of the Secretary of State for India in Council, and His Highness Major-General Maharaja Sir Pratap Singh Sahib Bahadur, Regent, Jodhpur State, on behalf of the Government of His Highness the Maharaja of Jodhpur and Colonel His Highness Maharaja Sir Ganga Singh Bahadur on behalf of the Government of His Highness the Maharaja of Bikaner have hereunto set their hands the day and year first above written.

Signed and delivered by the said R. C. F. Volkers, Secretary to the Railway Board acting in the premises for and on behalf of the Secretary of State for India in Council in the presence of— K. M. SINGH, *Assistant, Railway Board.* C. P. BALLARD, *Clerk, Railway Board.*	R. C. F. VOLKERS.
Signed by the said His Highness Major-General Maharaja Sir Pratap Singh Sahib Bahadur, Regent, Jodhpur State, in the presence of— ZALIM SINGH, *Maharaja,* *Vice-President.*	PRATAP SINGH.
Signed by the said Colonel His Highness Maharaja Sir Ganga Singh Bahadur of Bikaner in the presence of— KAMTA PRASHAD, *Home Member of Council,* *Bikaner State.*	GANGA SINGH.

No. XXVIII.

CONTRACT between the SECRETARY OF STATE FOR INDIA and THEIR HIGHNESSES THE MAHARAJAS of JODHPUR and BIKANER for the WORKING, etc., of the MIRPUR KHAS-KHADRO RAILWAY, dated the 5th December 1913.

This Indenture dated the 5th day of December 1913 and made between THE SECRETARY OF STATE FOR INDIA IN COUNCIL (hereinafter called the Secretary of State) of the first part HIS HIGHNESS THE MAHARAJA of JODHPUR (hereinafter called the Maharaja of Jodhpur, which expression shall where the context so

implies or admits be deemed to include His Heirs and Successors) of the second part and HIS HIGHNESS THE MAHARAJA of BIKANER (hereinafter called the Maharaja of Bikaner, which expression shall where the context so implies or admits be deemed to include His Heirs and Successors) of the third part.

WHEREAS by an indenture dated the 16th day of September 1912 and made between the Secretary of State of the first part, the then Maharaja of Jodhpur of the second part and the Maharaja of Bikaner of the third part (hereinafter referred to as the Principal Agreement) a copy whereof is hereto attached after reciting (*inter alia*) (1) an agreement dated the 22nd day of December 1900 whereby as subsequently modified it was provided and agreed that the Jodhpur-Hyderabad Railway should be worked as part of the Jodhpur-Bikaner Railway System upon and subject to the terms and provisions therein mentioned, (2) an agreement dated the 13th day of July 1911 and made between the Secretary of State of the one part and the Sind Light Railways, Limited (thereinafter and hereinafter called the Company) whereby after reciting that the Company had through the Agency of the said Jodhpur-Bikaner Railway constructed and completed to the satisfaction of the Secretary of State a branch railway on the metre gauge (called or known as the Mirpur Khas-Jhudo Railway) from Jamrao Junction a station on the said Jodhpur-Hyderabad Railway to Jhudo and that such branch railway had been opened for traffic over its whole extent on the 28th day of July 1909 it was in pursuance and by virtue of the terms powers and provisions in the last mentioned agreement reserved and contained agreed that the said Mirpur Khas-Jhudo Railway should thenceforth subject as therein mentioned be worked maintained and managed by the said Jodhpur-Bikaner Railway Administration as the Working Agency thereof as if it had been part of the British Section of the Jodhpur-Hyderabad Railway upon the terms and conditions in the now reciting Principal Agreement contained.

AND WHEREAS by an agreement, dated the 9th day of June 1913 and made between the Secretary of State of the one part and the Company of the other part after reciting (*inter alia*) that the Secretary of State had sanctioned the construction by the Company of an extension of the Mirpur Khas-Jhudo Railway from Mirpur Khas to Khadro it was agreed (*inter alia*) that the provisions of the said agreement of the 13th day of July 1911 therein mentioned with regard to the construction maintenance and working of the said extension should *mutatis mutandis* (except as therein specified) deemed to be incorporated in the now reciting agreement and to apply to the said extension as if it had been the said railway in the said Agreement of the 13th day of July 1911 mentioned.

AND WHEREAS the Secretary of State is desirous in pursuance of the power vested in him by the lastly hereinbefore recited agreement of appointing the Administration of the said Jodhpur-Bikaner Railway to be the Working Agency of the said extension and of entering into a contract with the Maharajas of Jodhpur and Bikaner as the proprietors of the said Jodhpur-Bikaner Railway Systems for the working maintenance and management of the said extension from the date as on which the said extension shall have been completed and opened for public traffic.

1. NOW IT IS HEREBY MUTUALLY AGREED AND DECLARED that the said extension shall so long as both the said agreement of the 22nd day of December 1900 so modified as aforesaid and the said agreement of the 16th day of September 1912 shall remain in force from the date as on which the same shall be completed and opened for public traffic be worked, maintained and managed by the said Jodhpur-Bikaner Railway Administration as the Working Agency thereof in accordance with and (subject as hereinafter provided) upon the terms of the said agreement of the 16th day of September 1912 and shall be so worked maintained and managed in conjunction with and in all respects treated and considered as if it had originally formed part of the said Mirpur Khas-Jhudo Railway and subject to the provisions of the said last mentioned agreement and so far as may be consistent therewith the terms and provisions of the Principal Agreement shall *mutatis mutandis* be deemed to be extended and shall apply to the said extension accordingly.

In witness thereof Thomas Ryan being officiating Secretary to the Railway Board, acting in the premises for and on behalf of the Secretary of State for India in Council and His Highness Maharaja Dhiraj Major-General Sir Pratap Singh, G.C.S.I., K.C.B., G.C.V.O., LL.D., A.-D.-C., Regent, Jodhpur State, on behalf of the Government of His Highness the Maharaja of Jodhpur and Colonel His Highness Maharaja Dhiraj Raj Rajeshwar Shiromani Sri Sir Ganga Singhji Bahadur, G.C.S.I., G.C.I.E., A.-D.-C., LL.D., the Maharaja of Bikaner, on behalf of the Government of His Highness the Maharaja of Bikaner have hereunto set their hands the day and year first above written.

Signed and delivered by the said Thomas Ryan, officiating Secretary to the Railway Board, acting in the premises for and on behalf of the Secretary of State for India in Council in the presence of—

K. M. SINGH,
Assistant, Railway Board.

H. W. C. SMITH,
Assistant, Railway Board.

THOMAS RYAN,
Offg. Secretary,
Railway Board.

Signed by the said His Highness Maharajadhiraj Major-General Maharaja Sir Pratap Singh, G.C.S.I., K.C.B., K.C.V.O., LL.D., A.-D.-C., Regent, Jodhpur State, in the presence of—

ZALIM SINGH, *Maharaja,*
Vice-President.

S. B. PATTERSON, *Major,*
Finance Member.

PRATAP SINGH, *Maharaja,*
Regent, Jodhpur State.

Signed by the said Colonel His Highness Maharaja Dhiraj Raj Rajeshwar Shiromani Sri Sir Ganga Singhji Bahadur, G.C.S.I., G.C.I.E., A.-D.-C., LL.D., Maharaja of Bikaner, in the presence of— RAJA HARI SINGH, *Rao Bahadur, Public Works Member, Bikaner State.* SADUL SINGH, *Revenue and Finance Member, Bikaner State.*	GANGA SINGH, *Maharaja of Bikaner.*

No. XXIX.

CONTRACT, dated 22nd August 1916, between the SECRETARY OF STATE FOR INDIA, THE SIND LIGHT RAILWAY COMPANY, LIMITED, and THEIR HIGHNESSES THE MAHARAJAS OF JODHPUR AND BIKANER as to the adoption of the Government Financial year for the preparation of Accounts,—1916.

THIS INDENTURE is made this 22nd day of August 1916, between the SECRETARY OF STATE FOR INDIA IN COUNCIL (hereinafter called "the Secretary of State") of the 1st part SIND LIGHT RAILWAYS, LIMITED (hereinafter called "the Company") of the 2nd part HIS HIGHNESS THE MAHARAJA OF JODHPUR of the 3rd part and HIS HIGHNESS THE MAHARAJA OF BIKANER of the 4th part.

WHEREAS this Indenture is intended to be supplemental to the following Indentures, *viz.*, (1) an Indenture (hereinafter called "the Principal Contract") dated the 13th day of July 1911 * and made between the Secretary of State of the one part and the Company of the other part being an agreement for the management, maintenance and working of a branch Railway from Jamrao Junction (a station on the Jodhpur-Hyderabad Railway) to Jhudo called the Mirpur Khas-Jhudo Railway which branch Railway is hereinafter referred to as "the said Railway" (2) an Indenture (hereinafter called "the working agreement") dated the 16th day of September 1912 and made between the Secretary of State of the first part His Highness the Maharaja of Jodhpur of the second part and His Highness the Maharaja of Bikaner of the third part being an agreement for the working of the said railway by the officers appointed by the said Maharajas as a part of the Jodhpur-Bikaner Railway System but providing for separate accounts to be kept in respect of the said Railway.

†AND WHEREAS it is desired to alter and modify in manner hereinafter appearing the terms of the said recited Indentures as regards the dates at which a year shall be deemed to begin and end for the purposes of the yearly accounts and payments of the said Railway.

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* Not reproduced.
† As amended by Corrigendum No. 5, dated 9th July 1923.

1. Now this Indenture witnesseth that it is hereby mutually agreed and declared between and by the parties hereto as follows :—

* (1) As from the 1st day of April 1913 all yearly accounts relating to the said Railway to be made up under any of the provisions of the Principal Contract and the Working Agreement shall be made up to the 31st day of March (as the case may be) in every calendar year upon the basis that for the purposes of such accounts each year shall be deemed to commence on the 1st day of April and to end on the 31st day of March following so as to correspond with the Government financial year in lieu of the calendar year.

* (2) All references to a year in any Clauses of the Principal Contract and the Working Agreement relating to yearly accounts calculations or payments in connection with the said railway shall be constructed as referring to the financial year (as the case may be) hereinbefore mentioned.

In witness whereof Thomas Ryan being Secretary to the Railway Board acting in the premises for and on behalf of the Secretary of State for India in Council hath hereunto set his hand, and the Company have caused their Common Seal to be affixed hereunto and Lieutenant His Highness Raj Rajeswar Maharaja Dhiraj Summair Singh Bahadur on behalf of the Government of His Highness the Maharaja of Jodhpur and Colonel His Highness Maharaja Raj Rajeswar Siromani Sri Sir Ganga Singh Bahadur, G.C.S.I., G.C.I.E., A.-D.-C., on behalf of the Government of His Highness the Maharaja of Bikaner, have hereunto set their hands the day and year first above written.

Signed and delivered by the said Thomas Ryan, Secretary to the Railway Board, acting in the premises for and on behalf of the Secretary of State for India in Council in the presence of—

T. M. Sen,
Confidential Clerk to Secretary, Railway Board.

T. Ryan.

The common seal of the Sind Light Railways, Limited, is hereunto affixed in the presence of—

N. E. Dinshaw,

W. U. Nicholas,

Directors of the Company and Forbes, Forbes, Campbell & Co., Ltd.

B. Frank Louis, *Manager*,
Managing Agents of the Company.

* As amended by Corrigendum No. 5, dated 9th July 1923.

Signed by Summair Singh Maharaja Saheb of Raj Marwar, in the presence of— MERWANJI PESTONJI, *Musaheb-e-Ala.*	SUMMAIR SINGH.
Signed by Ganga Singh, Maharaja of Bikaner in, the presence of— BHAIRUM SINGH, *Vice-President, State Council, Bikaner.*	GANGA SINGH.

No. XXX.

TREATY between the HONOURABLE ENGLISH EAST INDIA COMPANY AND MAHA RAWUL MOOLRAJ BAHADOOR, RAJAH OF JESSULMERE concluded on the part of the HONOURABLE COMPANY BY MR. CHARLES THEOPHILUS METCALFE, in virtue of full powers granted by HIS EXCELLENCY the MOST NOBLE THE MARQUIS of HASTINGS, K.G., GOVERNOR-GENERAL, &c., and on the part of the MAHARAJAH DHIRAJ MAHA RAWUL MOOLRAJ BAHADOOR, by MISR MOOTEE RAM and TAUKOOR DAULUT SINGH, according to full powers conferred by the MAHA RAWUL,—1818.

ARTICLE 1.

There shall be perpetual friendship, alliance, and unity of interests between the Honourable English Company and Maha Rawul Moolraj Bahadoor, the Rajah of Jessulmere, and his heirs and successors.

ARTICLE 2.

The posterity of Maha Rawul Moolraj shall succeed to the principality of Jessulmere.

ARTICLE 3.

In the event of any serious invasion directed towards the overthrow of the principality of Jessulmere, or other danger of great magnitude occurring to that principality, the British Government will exert its power for the protection of the principality, provided that the cause of the quarrel be not ascribable to the Rajah of Jessulmere.

ARTICLE 4.

The Maha Rawul and his heirs and successors will always act in subordinate co-operation with the British Government, and with submission to its supremacy.

ARTICLE 5.

This Treaty of five Articles, having been settled, signed and sealed by Mr. Charles Theophilus Metcalfe, and Misr Mootee Ram and Taukoor Daulut Singh, the ratifications of the same by His Excellency the Most Noble the Governor-General and Maharajah Dhiraj Maha Rawul Moolraj Bahadoor shall be exchanged in six weeks from the present date.

Done at Delhi, this 12th day of December A.D. 1818.

C. T. METCALFE.

HASTINGS.

G. DOWDESWELL.

J. STEWART.

C. M. RICKETTS.

Ratified by the Governor-General in Council, at Fort William, this 2nd day of January 1819.

J. ADAM,

Chief Secretary to the Government.

No. XXXI.

EXTRADITION TREATY between the BRITISH GOVERNMENT and HIS HIGHNESS MAHA RAWUL BAIREE SAL SINGH, BAHADOOR, MAHA RAWUL of JEYSULMERE, his heirs and successors, executed on the one part by COLONEL JOHN CHEAP BROOKE, OFFICIATING POLITICAL AGENT OF MARWAR AND JEYSULMERE and POLITICAL SUPERINTENDENT of MULLANEE, under authority from LIEUTENANT-COLONEL RICHARD HARTE KEATINGE, C.S.I. and V.C., GOVERNOR-GENERAL'S AGENT FOR THE STATES OF RAJPOOTANA, in virtue of the full powers vested in him by HIS EXCELLENCY THE RIGHT HONOURABLE RICHARD SOUTHWELL BOURKE, EARL OF MAYO, VISCOUNT MAYO OF MONYCROWER. BARON NAAS OF NAAS, K.P., G.M.S.I., P.C., &C., &C., &C., VICEROY and GOVERNOR-GENERAL OF INDIA, and on the other part by HAFIZ ABDOOL HUQ, VAKEEL of JEYSULMERE, in virtue of the full powers conferred on him by MAHA RAWUL BAIREE SAL SINGH, BAHADOOR, aforesaid,—1870.

ARTICLE 1.

That any person, whether a British or Foreign subject, committing a heinous offence in British territory and seeking shelter within the limits of the Jeysulmere State, shall be apprehended and delivered up by the latter Government to the former on requisition in the usual manner.

ARTICLE 2.

That any person, being a subject of Jeysulmere, committing a heinous offence within the limits of the Jeysulmere State and seeking asylum in British territory, will be apprehended and delivered up by the latter Government to the former on requisition in the usual manner.

ARTICLE 3.

That any person other than a Jeysulmere subject committing a heinous offence within the limits of the Jeysulmere State and seeking asylum in British territory, will be apprehended and the case investigated by such Court as the British Government may direct. As a general rule such cases will be tried by the Court of the Political Officer in whom the political supervision of the Jeysulmere State may at the time be vested.

ARTICLE 4.

That in no case shall either Government be bound to surrender any person accused of a heinous offence, except upon requisition duly made by, or by the authority of, the Government within whose territories the offence shall be charged to have been committed, and also upon such evidence of criminality as, according to the laws of the country in which the person accused shall be found, would justify his apprehension and sustain the charge if the offence had been there committed.

ARTICLE 5.

That the following offences be deemed as coming within the category of heinous offences :—

1. Murder.
2. Attempt to murder.
3. Culpable homicide under aggravating circumstances.
4. Thuggee.
5. Poisoning.
6. Rape.
7. Causing grievous hurt.
8. Child-stealing.
9. Selling females.
10. Dacoity.
11. Robbery.
12. Burglary.
13. Cattle theft.
14. Arson.
15. Forgery.
16. Counterfeiting coin, or uttering base coin.
17. Criminal breach of trust.
18. Criminal misappropriation of property.
19. Abetting the above offences.

ARTICLE 6.

The expense of any apprehension, detention, or surrender, made in virtue of the foregoing stipulations, shall be borne and defrayed by the Government making the requisition.

ARTICLE 7.

The above Treaty shall continue in force until either of the high contracting parties shall give notice to the other of the wish to terminate it.

ARTICLE 8.

Nothing herein contained shall be deemed to affect any Treaty now existing between the high contracting parties, except so far as any Treaty may be repugnant thereto.

Done at Mount Aboo this tenth day of May in the year one thousand eight hundred and seventy.

J. C. BROOKE, *Col.*,
Officiating Political Agent,
Marwar and Jeysulmere.

HAFIZ ABDOOL HUQ,
Vakeel.

Seal of State of Jeysulmere.

MAYO.

This Treaty was ratified by His Excellency the Viceroy and Governor-General of India at Simla on the twenty-ninth July 1870.

C. U. AITCHISON,
Offg. Secy. to the Govt. of India, Foreign Dept.

No. XXXII.

JEYSULMERE SALT AGREEMENT, DATED THE 31ST MARCH 1879.
Ratified the 8th May 1879.

ARTICLE 1.

His Highness the Maharawal agrees to levy a duty of one rupee per maund on all salt manufactured in Jeysulmere territory. This duty to be in excess of the existing charges for salt sold by the State.

ARTICLE 2.

His Highness the Maharawal undertakes to prevent the export of salt manufactured in Jeysulmere into any other State.

ARTICLE 3.

His Highness undertakes that no export or transit duty of any kind shall be levied within the Jeysulmere State upon salt upon which duty has been levied by the British Government.

ARTICLE 4.

From and after 1st October 1878 the amount of salt manufactured in the Jeysulmere State shall not exceed 15,000 (fifteen thousand) maunds in each year,

and this amount shall be manufactured only for consumption and use within the limits of the Jeysulmere State.

Provided that if it be found that this amount of salt is less than, or in excess of, actual requirements, the limit of manufacture shall by mutual agreement hereafter be increased or diminished.

ARTICLE 5.

His Highness the Maharawal undertakes to supply the Political Agent with yearly returns of the actual amount of salt manufactured and used in the Jeysulmere State.

This Agreement is to come into force from 1st October 1878, the date on which the British Government assumed charge of the salt sources in the Marwar State.

Signed at Jodhpore on the thirty-first day of March one thousand eight hundred and seventy-nine.

No. XXXIII.

AGREEMENT supplementary to the TREATY OF 1870 regarding EXTRADITION,—1887.

Whereas a Treaty relating to the extradition of offenders was concluded on the 29th July 1870, between the British Government and the Jeysulmere State: And whereas the procedure prescribed by the Treaty for the extradition of offenders from British India to the Jeysulmere State has been found by experience to be less simple and effective than the procedure prescribed by the law as to the extradition of offenders in force in British India: It is hereby agreed between the British Government and the Jeysulmere State that the provisions of the Treaty prescribing a procedure for the extradition of offenders shall no longer apply to cases of extradition from British India to the Jeysulmere State; but that the procedure prescribed by the law as to the extradition of offenders for the time being in force in British India shall be followed in every such case.

Done at Jodhpore this (23rd) twenty-third day of August in the year one thousand eight hundred and eighty-seven.

PERCY W. POWLETT, *Col.*,
Resident, Western Rajputana States.

SIGNATURE OF JEYSULMERE VAKIL.

DUFFERIN,
Viceroy and Governor-General of India.

This Agreement was approved and confirmed by His Excellency the Viceroy and Governor-General of India at Fort William on the twenty-eighth day of March A.D. one thousand eight hundred and eighty-eight.

H. M. DURAND,
Secy. to the Govt. of India, Foreign Dept.

IV.—HARAOTI AND TONK AGENCY.

The headquarters of the Political Agent, Haraoti and Tonk, are at Deoli.

(1) Bundi.

The ruling family of Bundi belongs to the Hara tribe of Rajputs. The first Ruler with whom the British Government had any connection was Umeda (or Umed Singh), who gave most efficient assistance to Colonel Monson's army in its retreat before Holkar in 1804, and brought down on himself the vengeance of Holkar. Umeda died in 1804 and was succeeded by his infant son Bishan Singh. During the Mahratta supremacy the State suffered much at the hands of Scindia and Holkar, who virtually assumed the management of its revenues.

The territory of Bundi was so situated as to be of great importance during the war in 1817 in cutting off the flight of the Pindaris. Maharao Raja Bishan Singh early accepted the British alliance, and a Treaty (No. I) was concluded with him in 1818. By this treaty the British Government remitted to the Maharao Raja the tribute previously paid by him to Holkar, who had ceded it to them under the Treaty of Mandasor (*see* Vol. IV, Indore, No. II): and relinquished in his favour the lands in Bundi theretofore held by Holkar, which, according to a Schedule attached to the Treaty, included one-third of the pargana of Keshoraipatan. The Maharao Raja agreed to pay to the British Government the tribute and revenue theretofore paid by him to Scindia: and this was specified, in a second Schedule, as Rs. 40,000 tribute in respect of two-thirds of the pargana of Keshoraipatan, and Rs. 40,000 revenue in respect of "chauth of Bundi and other places." It had been the intention of Government to restore to Bundi the territories usurped by Scindia as well as by Holkar: and, under the belief that the whole of Keshoraipatan had been so usurped, it was entered in the Schedules of Treaty. After the conclusion of the Treaty, however, it was discovered that the pargana of Keshoraipatan had been previously ceded by Bundi to the Peshwa who, during the ministry of Nana Farnavis, had conferred two-thirds of it on Scindia and one-third on Holkar: that Bundi paid no tribute in respect of it, either to Scindia or Holkar: that Holkar's share had not been ceded by the Treaty of Mandasor, because the pargana was not "within or north of" the Bundi Hills: and that the Treaty of 1817 with Scindia (*see* Vol. V, Gwalior, No. VII) did not cover Scindia's share of Keshoraipatan, since it only referred to territory in Bundi in respect of which tribute was paid or payable to Scindia. The Bundi Treaty was therefore *ultra vires* when it purported to transfer to

Bundi Holkar's one-third share of Keshoraipatan, and also when it required Bundi to pay to the British Government Rs. 40,000 on account of tribute due to Scindia for the remaining two-thirds of it. Scindia had, in 1806, farmed his share of the pargana, for a short time, to Bundi, but had afterwards resumed it: and it seems that the British Government believed that, at the time of the conclusion of the Treaty with Bundi, Scindia's possession of his two-thirds share of Keshoraipatan was in lieu of tribute due to him by Bundi. As this proved not to be the case, the tribute of Rs. 40,000, on account of Scindia's two-thirds of the pargana, was not exacted from Bundi; but the cession to Bundi of Holkar's one-third share was allowed to stand, and the British Government agreed to pay Holkar Rs. 30,000 (Bundi currency) annually, as compensation for the territory of which he had been erroneously deprived.

Bishan Singh died in 1821, and was succeeded by his son Ram Singh, during whose minority the British Government had on more than one occasion to interfere in the internal administration of the State.

In 1844 Scindia transferred to the British Government his two-thirds share of the pargana of Keshoraipatan, as part of the territories ceded in trust for the support of the Gwalior contingent; and the Ruler of Bundi thereupon revived the question of its cession to him. Scindia was unwilling to give up the suzerainty; but in 1847 an Agreement (No. II) was effected, with the consent of the Gwalior Darbar, by which the management of the district was transferred in perpetuity to Bundi on payment of a quit rent of Rs. 80,000 a year, to be credited to the Gwalior Darbar.

Ram Singh's attitude towards the British Government during the mutiny of 1857 was one of apathy which, in the case of the rising of the Raj troops at Kotah, almost amounted to open support of the rebel cause; though this was in some measure due to the fact that Ram Singh was not on good terms with the Maharao of Kotah.

In 1860, under a Treaty concluded with Scindia (*see* Vol. V, Gwalior, No. XII) the sovereignty of Scindia's two-thirds of the pargana of Keshoraipatan was transferred to the British Government; and from that time forward, the annual quit rent of Rs. 80,000, paid by Bundi in respect of it, was paid to the British Government.

In 1862 the Ruler of Bundi received a Sanad of Adoption (*see* Part I, No. VIII): and in 1867 was granted a permanent salute of 17 guns.

In 1869 an Extradition Treaty (No. III), providing for the mutual surrender of persons charged with certain specified offences, was concluded with the Bundi State. This was modified by an Agreement (No. V) in 1888, by which it was arranged that, in cases of the extradition of offenders from British India to Bundi, the procedure for the time being in force in British India should be followed.

In 1882 an Agreement (No. IV) was made for the suppression of the manufacture of salt in the State; the prevention of the import and export of any salt excepting that on which duty had been levied by the British Government; and the abolition of all duties of any kind thereon. In return the British Government undertook to pay the Maharao Raja Rs. 8,000 annually.

Ram Singh died in 1889, and was succeeded by his eldest son Raghubir Singh.

In 1905 the Maharao Raja agreed to cede lands for railway purposes for the construction and working of the Nagda-Muttra Railway passing through his territories.

On the outbreak of the Great War the Maharao Raja placed all the resources of the State at the disposal of the British Government, and offered his personal services.

In 1920 the Bundi Darbar preferred a request that the sovereignty of the two-thirds portion of the pargana of Keshoraipatan should be ceded to them, and that Article 5 of the Agreement of 1847 (No. II) should be abrogated. In 1924 a fresh Agreement (No. VI) was made, under which the Darbar's request was granted, the agreement of 1847 abrogated, and the annual quit rent of Rs. 80,000 became a tribute of the same amount.

In 1924 the State enacted laws and regulations to give effect to the provisions of the International Opium Convention of 1912.

Maharao Raja Raghubir Singh died on the 26th July 1927, and was succeeded by his nephew, the present Maharao Raja Ishwari Singh, born on the 8th March 1893. His Majesty the King-Emperor's recognition of his succession was conveyed to him in a Kharita presented at a Durbar held on the 28th November 1927.

Extradition arrangements have been effected between Bundi and other States both in and outside Rajputana. A list of these is given in Appendix I.

The area of the State is 2,220 square miles; the population, according to the Census of 1921, 187,068; and the revenue Rs. 13,20,000.

Bundi pays the British Government an annual tribute of Rs. 1,20,000: namely Rs. 40,000 on account of *chauth*, under the Treaty of 1818 (No. I), and Rs. 80,000 in respect of the two-thirds of the pargana of Keshoraipatan, the sovereignty of which was ceded in 1860 by Scindia to the British Government and transferred by them to Bundi in 1924.

The military forces of the State, excluding irregular troops which amount to about 939, consist (1929) of 100 Cavalry, 400 Infantry, 20 Military transport men and 50 Artillery men, with 48 serviceable and 19 unserviceable guns. The State also maintains 151 Armed Police.

(2) TONK.

The founder of the State of Tonk was the famous predatory leader Amir Khan, who was by connection, habit and disposition essentially a Pindari. On the entrance of the British into Malwa he made overtures to be admitted to protection, but the conditions he proposed were too extravagant to be acceded to. He was, however, offered the protection of the British Government and a guarantee of all the lands he held under grants from Holkar, on condition of his abandoning the predatory system, disbanding his army and surrendering his artillery, with the exception of forty guns, to the British at a valuation, and furnishing a body of troops to co-operate with the British force. It was deemed both just and expedient that the price of reclaiming Amir Khan from his predatory habits should be paid by Holkar, whose weak and dishonest course of policy had raised Amir Khan to his actual power. The request of Amir Khan to be confirmed in lands, similarly obtained from different Rajput States in every circumstance of violence and extortion, was positively rejected. Amir Khan agreed to the terms offered him, and they were embodied in a Treaty (No. VII) concluded in 1817. To the territories thus guaranteed the fort and district of Rampura were added by the British Government as a free gift, and a loan of three lakhs of rupees, afterwards converted into a gift, was made to Amir Khan. The district of Palwal was also conferred on his son in jagir for life. In lieu of the revenue of this district, which it was found inconvenient to make over to the management of the Nawab's son, a monthly stipend of Rs. 12,500 was assigned.

Amir Khan died in 1834, and was succeeded by his son Wazir Muhammad Khan, who did good service during the mutiny.

In 1862 the Ruler of Tonk received an Adoption Sanad (No. VIII).

Wazir Muhammad Khan died in 1864, and was succeeded by his son Muhammad Ali Khan.

In 1866 the Nawab agreed to cede lands for railway purposes, but no formal engagement was concluded.

In 1867 the Ruler of Tonk was granted a permanent salute of 17 guns.

Muhammad Ali Khan was deposed in November 1867, by a Proclamation (No. IX), as a punishment for his complicity in the murder of the uncle and followers of his tributary the Thakur of Lawa. As a further mark of displeasure, the salute of the Ruler of Tonk was reduced from seventeen to eleven guns, while the number of mercenary troops maintained by the State was reduced, and it was prohibited from raising any such levies in future. Muhammad Ali Khan was placed under surveillance at Benares, an annual allowance of Rs. 60,000 being assigned for his support out of the revenues of the State: and an arrange-

ment was made respecting the Bhum rights held by the Lawa Chief within Tonk territory (*see* Part II, Jaipur Residency, Lawa).

Muhammad Ali Khan was succeeded by his son Muhammad Ibrahim Ali Khan, born on the 8th November 1849. During his minority the State was administered by Ibadulla Khan, eldest surviving son of Nawab Amir Khan, assisted by a Council of Regency and controlled by the authority of a British officer specially deputed to Tonk.

In 1869 an Extradition Treaty (No. X) was concluded with the Tonk State for the mutual surrender of criminals. This was modified by an Agreement (No. XII) in 1887, which provided that, in cases of the extradition of offenders from British India to Tonk, the procedure for the time being in force in British India should be followed.

Nawab Muhammad Ibrahim Ali Khan was entrusted with the management of his State in 1870, subject during the first year to the presence of a British officer. In 1877 he was granted a personal salute of 17 guns: and in 1878 the permanent salute of 17 guns was restored to the Ruler of Tonk.

In 1882 an Agreement (No. XI) was entered into with the Tonk State for the suppression of the manufacture of salt; the prevention of the import, export or consumption of any salt except that on which British duty had been levied; and for the abolition of all dues thereon. In return for this the British Government agreed to pay the Nawab Rs. 20,000 annually.

In 1899 the Nawab entered into an Agreement (No. XIII) with the Indian Midland Railway Company for the working of the portion of the Guna-Baran Railway lying within the Tonk State.

Owing to the State being in debt to the extent of about Rs. 15,50,000, it became necessary in 1886 to place its finances under the control of the Political Agent. The arrangements made, however, proved unsatisfactory; the financial difficulties were further aggravated by the famine of 1899-1900, and in 1902 the debts of the State had increased to about Rs. 28,00,000. The Political Agent was therefore required, under the powers vested in him in 1886, to exercise a closer supervision over the financial and revenue administration of State. In 1906 the improvement in the financial situation of the State was found to justify the restoration to the Nawab of a greater share of power in the administration, which was further extended in 1909 and in 1910 the restrictions hitherto placed on his exercise of full ruling powers were completely withdrawn.

In 1904 the Darbar consented to surrender land free of charge for the construction and working of the Nagda-Muttra Railway.

In 1905 negotiations for the sale to the Gwalior Darbar of that section of the Guna-Baran Railway which lies within the Tonk State were completed, with the approval of the Government of India (No. XIV).

On the outbreak of the Great War the Nawab placed all his resources at the disposal of the British Government.

In 1921 Nawab Muhammad Ibrahim Ali Khan was granted a personal salute of 19 guns.

In 1922 the State enacted laws and regulations to give effect to the provisions of the International Opium Convention of 1912.

In 1926 the State entered into an Agreement (No. XV) for the supply of crude opium to the Government factory at Ghazipur.

Muhammad Ibrahim Ali Khan died on the 23rd June 1930, and was succeeded by his son the present Nawab Muhammad Saadat Ali Khan, born on the 12th February 1879. His Majesty the King-Emperor's recognition of his succession was conveyed to him in a Kharita presented at a Darbar held on the 16th October 1930.

Extradition arrangements have been effected between Tonk and other States both in and outside Rajputana. A list of these is given in Appendix I.

The area of the State is 2,586 square miles; the population, according to the Census of 1921, 287,898; and the revenue about Rs. 22,79,000.

The military forces of the State, excluding irregulars which number 521, consist (1929) of 308 Cavalry, 823 Infantry and 132 Artillery men, with 74 serviceable and 8 unserviceable guns. The State also maintains 258 Armed Police.

Until 1869 each of the six scattered parganas of which the Tonk State is composed was included in a separate Political Agency. Three, Nimbahera, Tonk and Aligarh, were in the Political Agencies of Mewar, Jaipur and Haraoti respectively, and the remaining three, Pirawa, Sironj and Chhabra, were in the Political Agencies of Malwa and Bhopal and the Residency at Gwalior. In 1869 the parganas of Nimbahera, Tonk and Aligarh were placed permanently in charge of the Political Agent, Haraoti and Tonk, and in 1910 the remaining three parganas were transferred to his charge.

(3) JHALAWAR.

The existence of Jhalawar as a separate State dates from the dismemberment of Kotah State in 1838 (*see* Part VI, Kotah). In that year a Treaty (No. XVI) was concluded with Madan Singh, by which he acknowledged British supremacy; engaged not to negotiate with any Chief or State without the sanction of the British Government; and agreed to supply troops according to his means, and to pay an annual tribute of Rs. 80,000. Agreeably to the 3rd Article of this Treaty, the Ruler of Jhalawar was granted the hereditary title of Maharaj Rana. It was arranged that he should be placed on exactly the same footing as all the other Rulers in Rajputana, and should receive the right of adop-

tion if that right should be conceded to other Rulers; but the succession was to be limited to the descendants of Raj Rana Zalim Singh, the first hereditary administrator of Kotah State.

Madan Singh died in 1845 and was succeeded by his son Prithi Singh, who rendered good service during the mutiny by conveying to places of safety several Europeans who had taken refuge in his territory.

In 1862 the Ruler of Jhalawar received a Sanad of Adoption (*see* Part I, No. VIII): and in 1867 was granted a permanent salute of 15 guns.

In 1866 the Maharaj Rana agreed to make over land free of cost for railway purposes; to cede in it full jurisdiction short of sovereign rights; and to surrender all transit duties on goods passing through his territory.

In 1868 an Extradition Treaty (No. XVII) was concluded with Jhalawar. This was modified in 1887 by an Agreement (No. XIX), providing that, in the extradition of offenders from British India to Jhalawar, the procedure for the time being in force in British India should be followed.

In 1873 Prithi Singh asked permission to adopt an heir, to succeed him in the event of his having no son. The Maharao of Kotah put forward an objection on the ground that, by article 2 of the Treaty of 1838, the succession was limited to the descendants of Raj Rana Zalim Singh: and that Jhalawar would consequently revert to Kotah in the event of the extinction of Zalim Singh's line. Under this Treaty, however, the severance of Jhalawar and its cession to Madan Singh, his heirs and successors, was unconditional: and, although the consent of Kotah was obtained to the cession, the conditions were between the British Government and Jhalawar. It was therefore held that Kotah could have no voice in the question of succession, and no ground of objection to the action of the British Government in having placed the Ruler of Jhalawar on the same footing as the other Rulers in Rajputana, by the grant of the Adoption Sanad of 1862. The required permission was granted to Prithi Singh, and his choice fell upon Bakht Singh of the Barwan family in Kathiawar, from which Prithi Singh was himself descended.

Prithi Singh died in 1875. The question of the succession remained undecided for some time, owing to the expectation of the birth of a posthumous child; but, as this expectation was not fulfilled, Bakht Singh was installed in 1876, and assumed the name of Zalim Singh. During his minority the State was placed under the superintendence of a British Officer.

In 1881 an Agreement was concluded (No. XVIII) with the Jhalawar Darbar for the suppression of the manufacture of salt within the State; the prevention of the import and consumption of any but British duty-paid salt; and the abolition of all duties thereon. In return for this the British Government undertook to pay to the Maharaj Rana Rs. 7,000 annually; and to certain jagirdars, through him, Rs. 250 annually.

Zalim Singh was invested with full ruling powers in 1884, subject to the conditions that he should consult the Political Agent in all important matters and be guided by his advice, and that the concurrence of the Political Agent should be obtained before any important measures, effected during his minority, were disturbed, or any changes made in the existing form of the administration. In 1887, owing to the Maharaj Rana's persistent disregard of these conditions, the Government of India were compelled to restore the arrangements in force during his minority. In 1892, however, on promise of amendment, it was decided that he should be restored to power on similar conditions, and he was again entrusted with some departments of the administration. In 1894 he was granted full powers; but failed to govern the State properly, and was deposed on the 22nd March 1896. In consequence of his deposition, and of the fact that there was no direct descendant of the first Raj Rana Zalim Singh, the Government of India, taking into consideration the intentions of the framers of the Treaty of 1838 made with the first Ruler Madan Singh, ordered that part of the territories, made over by Kotah in 1838 to form the principality of Jhalawar, should be restored to Kotah. In memory of the services rendered by the first Raj Rana Zalim Singh, however, the remaining portion, consisting of the Chaumehla, the Patan pargana and a part of Suket, was formed into a new State to provide for the family to which he belonged: and, from among the descendants of his relatives, Government selected Bhawani Singh, son of Thakur Chhatra Sal of Fatehpur, to be the Ruler of the new State, with the title of Raj Rana and a permanent salute of 11 guns. The actual transfer of territory was effected on the 1st January 1899, when the new State of Jhalawar came into existence.

Bhawani Singh was installed on the 6th February 1899 and invested with full ruling powers. He received a Sanad (No. XX) under which he was bound to pay to the British Government an annual tribute of Rs. 30,000. and was guaranteed the right of adoption; local coinage was forbidden; and the execution within the State of all civil and criminal processes issued by any British Indian Court was ensured. The manufacture of salt, the import or consumption of any but British duty-paid salt, and the levy of any kind of duty thereon were also forbidden. In return the Government of India undertook to pay the Raj Rana Rs. 2,500 annually, including Rs. 250 to certain jagirdars. No transit duties of any kind were to be levied, and the Raj Rana bound himself to assist the Government of India in the suppression of illicit traffic in opium.

In 1900 the Durbar agreed to the introduction in the State of the postal unity scheme.

In 1901 the State currency was replaced by British currency.

In 1904 the Darbar agreed to surrender land, free of charge, for the construction and working of the Nagda-Muttra Railway.

On the outbreak of the Great War the Raj Rana placed all the resources of his State at the disposal of the British Government, and offered his personal services.

In 1918 the hereditary title of Maharaj Rana was conferred (No. XXI) on the Ruler of Jhalawar: and in 1921 his permanent salute was increased to 13 guns.

In 1921, owing to the State becoming involved in serious financial difficulty, Maharaj Rana Bhawani Singh decided, with the consent of the Government of India, temporarily to entrust the administration of the State to an Administrator with full powers. At the same time the tribute was suspended for a period of five years, and the State was placed in direct political relations with the Agent to the Governor-General from the 4th February 1922, the date on which the Administrator assumed charge. Maharaj Rana Bhawani Singh resumed control of the administration in April 1926.

In 1922 the Darbar enacted laws and regulations to give effect to the provisions of the International Opium Convention of 1912.

In 1926 the State entered into an Agreement (*see* No. XV) for the supply of crude opium to the Government factory at Ghazipur. This Agreement superseded previous Agreements executed in 1916-17 and 1923.

Maharaj Rana Bhawani Singh died on the 13th April 1929 and was succeeded by his son the present Maharaj Rana Rajendra Singh, born on the 15th July 1900. His Majesty the King-Emperor's recognition of his succession was conveyed to him in a Kharita presented at a Durbar held on the 13th May 1929.

Extradition arrangements have been effected between Jhalawar and other States both in and outside Rajputana. A list of these is given in Appendix I.

The area of the State is 810 square miles; the population, according to the Census of 1921, 96,182; and the revenue Rs. 7,89,000.

The military forces of the State consist (1929) of 26 Cavalry, 100 Infantry, 446 Armed Police and 26 Artillery with 43 serviceable and 2 unserviceable guns. A Reserve Force of 26 men has been formed to meet emergent demands, such as raids, etc.

The State was included in the Haraoti and Tonk Agency with effect from the 1st October 1927.

Sidra.—In 1817 Rawat Durjan Singh was guaranteed in the possession of the village of Sidra, which had been held by his family in jagir from time immemorial; and, in place of a horse, which the Rawat was required annually to present to the Maharao of Kotah, it was stipulated that he should pay a yearly tribute of Rs. 100. In 1838 the village was transferred to the Jhalawar State, which still receives the tribute.

(4) SHAHPURA.

The Raja of Shahpura belongs to the Sisodia Rajput clan, and is immediately descended from a former Rana of Mewar. The founder of the house of Shahpura was Suraj Mal, a younger son of the Rana, who received as his portion the pargana of Kharar in Mewar. About 1629 his son Sujan Singh received from the Emperor Shah Jahan a grant of the pargana of Phulia out of the Crown lands at Ajmer, on condition of furnishing certain horse and footmen for service; whereupon, in honour of the Emperor, he changed the name of the pargana to Shahpura, and in 1631 founded a town of the same name. At the time when Sujan Singh obtained the grant of the Phulia pargana, he did not hold any estate in Mewar, with which he had severed all relations. In 1717 Raja Bharat Singh of Shahpura accepted a jagir in Mewar which, after many changes, is now represented by the Kachhola estate.

The Raja thus holds the Kachhola estate under the Maharana of Mewar, and Shahpura, as part of Ajmer, under the British Government.

In 1848 the Chief, Jagat Singh, received a Sanad (No. XXII) from the British Government, fixing his tribute at Rs. 10,000 per annum, but with the proviso that, if the customs duties levied in Ajmer were abolished, he should also cease to collect such duties and, in consideration of the consequent loss of revenue, his tribute should be reduced to Rs. 2,000 Under the terms of the Sanad he was permitted to exercise civil and criminal jurisdiction in the Phulia pargana independently of the Ajmer Courts, but was required to report all cases of heinous crime, involving the punishment of death or imprisonment for life, to the Agent and Commissioner of Ajmer, and to dispose of them in accordance with his advice.

Jagat Singh died in 1853 and was succeeded by his adopted son Lachhman Singh.

In 1862 the Chief of Shahpura received a Sanad of Adoption (*see* Part I, No. VIII).

In 1869, on the redistribution of the Rajputana Agency, Shahpura was transferred from the control of the Agent and Commissioner of Ajmer to that of the Political Agent, Haraoti and Tonk. In 1879, in accordance with past practice based on the 2nd clause of the Sanad of 1848 the Chief was required to submit to the Political Agent, Haraoti and Tonk, for the confirmation of the Agent to the Governor-General, Rajputana, his proceedings in all cases of heinous crime in which sentences of death, transportation or imprisonment for life had been passed.

Lachhman Singh died on the 2nd November 1869, having, it was alleged, adopted on his death-bed the son of the Thakur of Bishnia, a distant branch of the Shahpura family. The balance of evidence went to show that no adoption was really made by Lachman Singh, but that

the ceremony was performed after his death by the Minister Fauj Mal. In these circumstances it was necessary that the recognition of a successor should be based on the usual principle of selection from among the nearest of kin and those best qualified for the administration of the Chiefship.. The wishes of the Thakurs and the interests of the Chiefship pointed to Nahar Singh of Dhanop, born on the 7th November 1855, and he was accordingly recognised as Chief of Shahpura. The claims of a posthumous son of Kishan Singh of Kheri were disregarded, on the ground of his father's prior adoption into a more distant branch of the family. The Maharana of Mewar claimed the right of interference in this succession, on the ground of Shahpura being a feudatory of Mewar; but the Maharana was informed that his arguments were untenable, as the pargana of Shahpura was originally a grant from the Emperors of Delhi, and was now held directly by grant from the British Government; the fact that the Chief also held estates in Mewar gave the Mewar Darbar no voice in the succession. The British Government do not interfere in regard to well-known and defined relations between Mewar and Shahpura in so far as the estate held by the Raja from the Maharana of Mewar is concerned; but the demands made on the Raja by the Mewar Darbar must be limited to what is legitimate and fair, having reference to the revenues of the Mewar portion only.

During the minority of the present Rajadhiraja Nahar Singh, the management of the Chiefship was at first entrusted to Thakur Megh Singh, the Chief's maternal grandfather, under the general supervision of the Political Agent, Haraoti and Tonk. Megh Singh made himself unpopular with the Thakurs and allowed the finances of the Chiefship to fall into great disorder. He was removed in 1872 and replaced by a retired Government official. Rajadhiraja Nahar Singh was entrusted with the management of the Chiefship on the 1st March 1876.

In 1882 an Agreement (No. XXIII) was concluded with the Chief for the suppression of the manufacture of Khari salt; the prevention of the import or export of any salt other than that which had paid British duty; and for the removal of all duties thereon. In return the British Government agreed to pay the Chief Rs. 5,000 a year.

In 1903 the question of the feudal service due from the Chief to the Maharana of Mewar, on account of the pargana of Kachhola held by him from Mewar, was settled by the Government of India. In future the Maharana will invite the attendance of the Raja at Udaipur in each alternate year for a period of about one month, at the end of which he will, as a matter of course, be released: and he will be relieved of attendance altogether in the intervening years. The Raja, on the occasions when he is personally excused, will send one of his family or a high Sardar to represent him.

In 1921 Rajadhiraja Nahar Singh was granted a personal salute of 9 guns.

In 1922 the Chief enacted laws and regulations to give effect to the provisions of the International Opium Convention of 1912.

In November 1925 the status of the Chiefship was raised to that of a State, and the Ruler was granted a permanent salute of 9 guns.

In 1926 the Ruler was granted (No. XXIV) full powers in the matter of sentences of death or imprisonment for life, subject to certain conditions.

Extradition arrangements have been effected between Shahpura and the State of Bikaner (*see* Appendix I).

The area of Shahpura is 405 square miles; the population, according to the Census of 1921, 48,130; and the revenue Rs. 5,28,000.

The fief held by the Raja under Mewar consists of 74 villages with a population of about 17,500 and a revenue of about Rs. 61,000; a tribute of Rs. 3,000 is paid to the Mewar Darbar.

The military forces of the State consist (1929) of 26 Cavalry and 48 Infantry with 10 serviceable and 16 unserviceable guns. The State also maintains a force of 22 Armed Police.

No. I.

TREATY between the HONOURABLE ENGLISH EAST INDIA COMPANY and the MAHA RAO RAJAH BISHUN SING BAHADOOR, RAJAH OF BOONDEE, concluded by CAPTAIN JAMES TOD, on the part of the HONOURABLE COMPANY, in virtue of full powers from HIS EXCELLENCY THE MOST NOBLE THE MARQUIS OF HASTINGS, K.G., GOVERNOR-GENERAL, ETC., ETC., and by BOHORA TOLARAM, on the part of the RAJAH, in virtue of full powers from the said RAJAH,—1818.

ARTICLE 1.

There shall be perpetual friendship, alliance, and unity of interests between the British Government on the one hand, and the Rajah of Boondee and his heirs and successors on the other.

ARTICLE 2.

The British Government takes under its protection the dominions of the Rajah of Boondee.

ARTICLE 3.

The Rajah of Boondee acknowledges the supremacy of, and will co-operate with, the British Government for ever. He will not commit aggressions on any one. He will not enter into negociations with any one without the consent of the British Government. If by chance any dispute arise with any one it shall be submitted to the arbitration and award of the British Government. The Rajah is absolute ruler of his dominions, and the British jurisdiction shall not be introduced therein.

ARTICLE 4.

The British Government spontaneously remits to the Rajah and descendants the tribute which the Rajah used to pay to Maharajah Holkar, and which has been ceded by the Maharajah Holkar to the British Government. The British Government also relinquishes in favour of the State of Boondee the lands heretofore held by Maharajah Holkar within the limits of that State according to the annexed Schedule No. 1.

ARTICLE 5.

The Rajah of Boondee hereby engages to pay to the British Government the tribute and revenue heretofore paid to the Maharajah Sindia according to the Schedule No. 2.

ARTICLE 6.

The Rajah of Boondee shall furnish troops at the requisition of the British Government according to his means.

ARTICLE 7.

The present Treaty of seven Articles having been settled at Boondee, and signed and sealed by Captain James Tod and Bohora Tolaram, the ratification

of the same by His Excellency the Most Noble the Governor-General and Maha Rao Rajah of Boondee, shall be exchanged within one month from the present date.

Done at Boondee, this 10th day of February, A.D. 1818, corresponding to the 4th of Rubbee-ool-Sanee 1433, and 5th day of Mang Soodee, of the Sumbut or era of Bikramajeet 1875.

JAMES TOD.

BOHORA TOLARAM.

Seal of the Rajah.

This Treaty was ratified by His Excellency the Governor-General in camp near Cawnpoor, this 1st day of March, one thousand eight hundred and eighteen.

HASTINGS.

No. 1.

Schedule of lands relinquished by the British Government to Rao Rajah Bishun Sing Bahadoor, according to the 4th Article of the Treaty.

Pergunnah Bahmungong.
Pergunnah Lakhairio.
Pergunnah Deh.
Half of Pergunnah Kurwur.
Half of Pergunnah Burroondun.
One-third of Pergunnah Patun.
Chouth of Boondee, etc.

No. 2.

Schedule of amount of Nett Revenue and Tribute from lands held by Maharajah Sindia, to be paid henceforth to the British Government, according to the 5th Article of the Treaty of Boondee.

Total Delhi Sicca Rupees		80,000
Two-third shares of Pergunnah Patun	40,000	
Pergunnah Oreela.		
Pergunnah Samendee.		
Half of Pergunnah Kurwur.		
One-third of Pergunnah Burroondun		
Chouth of Boondee and other places	40,000	
Total Rupees .	80,000	

JAMES TOD.

BOHORA TOLARAM.

Seal of the Rajah.

No. II.

AGREEMENT of the BOONDEE RAJ regarding the transfer of the KISHORAE PATUN District to its management,—1847.

The Maha Rao Rajah of Boondee having made application through the British authorities to be vested in Istumrar or perpetuity with the sole management of the two-third shares of the villages comprising the district of Kishorae Patun ceded by the Gwalior Durbar to the British Government by Treaty of 13th January 1844, in part payment for the expenses of the contingent, and now under the management of the Superintendent of Jawud Neemuch, and the Gwalior Durbar having given its assent to this transfer in Istumrar, *alias* perpetuity under certain specified conditions the following agreement has been entered into :—

ARTICLE 1.

The Maha Rao Rajah of Boondee for himself and his heirs hereby agrees to pay into the treasury of the Superintendent of Jawud Neemuch the sum of Company's Rupees (80,000) eighty thousand by two equal instalments of Company's Rupees (40,000) forty thousand each, *viz.*, during the months of January and of July of each year for the two-third shares of Kishorae Patun now assigned to the British Government by the Gwalior Durbar, the other third share of which is in the possession of the Boondee Raj. All risk or profit of season, or other accidental cause of profit or loss, to be borne by the Boondee Raj.

ARTICLE 2.

The Maha Rao Rajah of Boondee agrees for himself and heirs to pay the sum of Kotah Halee Rupees (3,430-7-9) three thousand four hundred and thirty Rupees seven annas and nine pie on account of stipends paid in cash to pensioners, as specified in the list which has been furnished to him.

ARTICLE 3.

The extent of rent-free lands in the two-third shares of the district, amounting to (7,503) seven thousand five hundred and three beegahs and fifteen biswas, the Maha Rao Rajah of Boondee agrees for himself and heirs to continue to the holders as specified in the list which has been furnished to him, and also to respect such immunities and remissions as have been given by the Superintendent of Jawud to Zemindars who have sunk new wells or baolees agreeably with the terms stated in their respective puttahs.

ARTICLE 4.

All the rights of sovereignty which the British Government has engaged to continue to the Gwalior Durbar by the 12th Article of their Treaty of the 13th January 1844, the Maha Rao Rajah of Boondee agrees for himself and his heirs to respect and continue in the Patun District.

ARTICLE 5.

The transfer of the two-third shares of Kishorae Patun District having been made in compliance with his own application the Maha Rao Rajah of Boondee agrees for himself and heirs in the event of failing to pay the stipulated instalments with punctuality, or, in the event of non-performance of any of the conditions above referred to, to resign the management of them together with the management of the other, *viz.*, his own third share of the district, to the British Government, from which any arrears that may be due are in the first instance to be taken; and after their liquidation credit to be given to him for the yearly collections of revenue that may be made from the said third share. But neither the Gwalior Durbar nor the British Government will ever otherwise require the restoration of the Keshorae Patun District from the Boondee Raj.

ARTICLE 6.

No interference of any kind to be offered to the management of the two-third shares of the Kishorae Patun District by the Boondee authorities, so long as the above conditions are faithfully adhered to.

The agreement of six Articles has been prepared for and is signed by the Maha Rao Rajah Ram Singh Bahadoor, Raees of Boondee, on the 7th of Aghur Bud, Sumbut 1904, corresponding with the 20th of Zil Hij 1263 Hijree, and the 29th of November 1847.

Seal of the MAHA RAO RAJAH RAM SINGH BAHADOOR,

Raees of Boondee.

No. III.

EXTRADITION TREATY between the BRITISH GOVERNMENT and HIS HIGHNESS RAM SINGH BAHADOOR, MAHARAO RAJA of BOONDEE, his heirs and successors executed on the one part by CAPTAIN ARTHUR NEIL BRUCE, POLITICAL AGENT, HAROWTEE, under authority from COLONEL WILLIAM FREDERICK EDEN, GOVERNOR-GENERAL'S AGENT for the STATES of RAJPOOTANA, in virtue of the full powers vested in him by HIS EXCELLENCY the RIGHT HONOURABLE SIR JOHN LAIRD MAIR LAWRENCE, BARONET, G.C.B., and G.C.S.I., VICEROY and GOVERNOR-GENERAL of INDIA, and on the other part by BOHORA IMRUT LALL, in virtue of the full powers conferred on him by MAHARAO RAJA RAM SINGH BAHADOOR aforesaid,—1869.

ARTICLE 1.

That any person, whether a British or Foreign subject, committing a heinous offence in British territory and seeking shelter within the limits of the Boondee State, shall be apprehended and delivered up by the latter Government to the former on requisition in the usual manner.

ARTICLE 2.

That any person, being a subject of Boondee, committing a heinous offence within the limits of the Boondee State and seeking asylum in British territory. will be apprehended and delivered up by the latter Government to the former on requisition in the usual manner.

ARTICLE 3.

That any person, other than a Boondee subject, committing a heinous offence within the limits of the Boondee State and seeking asylum in British territory will be apprehended and the case investigated by such Court as the British Government may direct.

As a general rule such cases will be tried by the Court of the Political Officer in whom the political supervision of Boondee may at the time be vested.

ARTICLE 4.

That in no case shall either Government be bound to surrender any person accused of a heinous offence, except on requisition duly made by, or by the authority of, the Government within whose territories the offence shall be charged to have been committed; and also upon such evidence of criminality as, according to the laws of the country in which the person accused shall be found, would justify his apprehension, and sustain the charge if the offence had been there committed.

ARTICLE 5.

That the following offences be deemed as coming within the category of heinous offences :—

1. Murder.
2. Attempt to murder.
3. Culpable homicide under aggravating circumstances.
4. Thuggee.
5. Poisoning.
6. Rape.
7. Causing grievous hurt.
8. Child-stealing.
9. Selling females.
10. Dacoitee.
11. Robbery.
12. Burglary.
13. Cattle theft.
14. Arson.
15. Forgery.
16. Counterfeiting coin or uttering base coin.
17. Criminal breach of trust.
18. Criminal misappropriation of property.
19. Abetting the above offences.

ARTICLE 6.

The expenses of any apprehension, detention, or surrender made in virtue of the foregoing stipulations shall be borne and defrayed by the Government making the requisition.

ARTICLE 7.

The above Treaty shall continue in force until either of the high contracting parties shall give notice to the other of its wish to terminate it.

ARTICLE 8.

Nothing herein contained shall be deemed to affect any Treaty now existin between the high contracting parties, except so far as any Treaty may be repugnant thereto.

Done at Boondee this first day of February 1869.

A. N. BRUCE,

Signature of BOHORA IMRUT LALL. *Political Agent.*

MAYO.

This Treaty was ratified by His Excellency the Viceroy and Governor-General of India, at Simla, on the 6th day of August 1869.

W. S. SETON-KARR,

Secy. to the Govt. of India, Foreign Dept.

No. IV.

BOONDEE SALT AGREEMENT, dated the 18th January 1882.
RATIFIED THE 11TH FEBRUARY 1882.

ARTICLE 1.

His Highness the Maharao Raja of Boondee agrees to suppress and absolutely prohibit and prevent the manufacture of salt within any part of the Boondee State, whether overtly or under the guise of manufacturing saltpetre or other saline product, and to destroy and erase existing salt-works, if any, so that salt cannot there be made. Provided that nothing in this Article shall be held to prohibit the *bonâ fide* manufacture of saltpetre at the works mentioned in the Schedule attached now existing within the Boondee State, or the opening at any time with the previous knowledge of the Political Agent of such new saltpetre works as His Highness the Maharao Raja of Boondee may consider necessary.

ARTICLE 2.

No tax, toll, transit duty, or due of any kind whatever shall be levied on salt, whether exported from, or imported into, or carried through, or sold in, the Boondee State.

ARTICLE 3.

His Highness the Maharao Raja of Boondee agrees to prohibit the importation into, or consumption within, the Boondee State of any salt whatever, other than salt upon which duty has been levied by the British Government.

ARTICLE 4.

In consideration of the effective observance by His Highness the Maharao Raja of Boondee of the stipulations in this Agreement, the British Government agree to pay to His Highness the Maharao Raja of Boondee in lieu of import,

export, transit, sale, and every other charge on salt, and for the suppression of the Khari salt-works in the Boondee State the sum of eight thousand rupees annually.

ARTICLE 5.

None of the stipulations set forth in this Agreement shall be modified or annulled without the previous consent of both the contracting parties.

ARTICLE 6.

Nothing herein contained shall be deemed to affect any Treaty now existing between the British Government and the Maharao Raja of Boondee, except in so far as its provisions may be repugnant thereto.

ARTICLE 7.

This Agreement is considered to have come into force on the 1st October 1881.

List of Saltpetre Works existing in the Boondee State.

Names of villages.	Number of Works.
Arnita	1
Lesarda	4
Soansa	1
Naeswa	1
Daolana	1
Samed	1
Padra	1
Kulanda	1
Sain Suttee ka Khera	1
Nimoda	1
Dehi	1
Bansi	1
Mantara	1
TOTAL	16

PANDIT GANGA SHAI,
Minister of the Boondee State.

W. J. W. MUIR, *Major,*
Political Agent, Harowtee and Tonk.

No. V.

AGREEMENT supplementary to the TREATY of 1869 regarding EXTRADITION,—1888.

Whereas a Treaty relating to the extradition of offenders was concluded on the 6th August 1869, between the British Government and the Bundi State: And whereas the procedure prescribed by the Treaty for the extradition of offenders from British India to the Bundi State has been found by experience to be less simple and effective than the procedure prescribed by the law as to the extra-

dition of offenders in force in British India: It is hereby agreed between the British Government and the Bundi State that the provisions of the Treaty prescribing a procedure for the extradition of offenders shall no longer apply to cases of extradition from British India to the Bundi State; but that the procedure prescribed by the law as to the extradition of offenders for the time being in force in British India shall be followed in every such case.

Done at Bundi this first day of January one thousand eight hundred and eighty-eight A.D.

JOHN BIDDULPH, *Lt.-Col.*,
Political Agent.

MAHARAO RAJA RAM SINGH,
of Bundi.

DUFFERIN,
Viceroy and Govr.-Genl. of India.

This Agreement was approved and confirmed by His Excellency the Viceroy and Governor-General of India at Fort William on the twenty-eighth day of March A.D. one thousand eight hundred and eighty-eight.

H. M. DURAND,
Secy. to the Govt. of India, Foreign Dept.

No. VI.

AGREEMENT made the fifth day of April one thousand nine hundred and twenty-four for the TRANSFER OF SOVEREIGNTY RIGHTS over two-thirds portion of KESHORAI PATAN to the BUNDI STATE,—1924.

Whereas an Agreement was concluded between His Highness the Maharao Raja of Bundi and the British Government on the 29th November 1847 by the terms of which the sole management of the two-thirds share of the district of Keshorai Patan assigned by the Gwalior Darbar to the British Government by the Treaty of 13th January 1844, was transferred to His Highness the Maharao Raja of Bundi, in Istimrar or perpetuity in consideration of the latter's paying into the Ajmer Treasury of the British Government an annual sum of Rs. 80,000 subject to certain conditions as provided in the said Agreement, and whereas by virtue of the Treaty of 12th December 1860 the Gwalior State transferred and assigned to the British Government the entire sovereignty of the two-thirds share of the district of Keshorai Patan and whereas owing to the fact that the Treaty of 13th January 1844 with the Gwalior Darbar has been abrogated by the Treaty of 12th December 1860, the Article 4th of the Agreement dated the 29th November 1847 with the Bundi State has become inapplicable and whereas the Maharao Raja of Bundi has made an application to the British Government that the sovereignty over the said two-thirds share should now be vested in His Highness the Maharao Raja of Bundi, his heirs and successors, and whereas the British Government are desirous of meeting the wishes of the Maharao Raja of Bundi, and are prepared to cede to His Highness sovereignty over the two-thirds

share of the district of Keshorai Patan, ceded to them by the Gwalior Durbar, and whereas in Article 2 of the Agreement of 1847 provision is made for the payment of the sum of Kotah Halee Rupees 3,430-7-9 (rupees three thousand four hundred and thirty, annas seven and pies nine only) on account of stipends paid in cash to pensioners as specified in a list which had been furnished to His Highness the Maharao Raja of Bundi but now, some of the pensioners having died issueless and without any legal heir, His Highness pays Rs. 649-8 (rupees six hundred and forty-nine and annas eight only) to the surviving pensioners as specified in the list herewith attached, and whereas in Article 3 of the Agreement of 1847 it is provided that the Maharao Raja of Bundi shall continue to the holders rent-free lands in the two-thirds share of the district amounting to 7,503$\frac{3}{4}$ bighas as specified in the list which had been furnished to him, and also to respect such immunities and remissions as had been given by the Superintendent of Jawad to Zamindars who have sunk new wells and baolees agreeably to the terms stated in their respective puttas but now, some of them having died issueless and without any legal heirs, the State continues to the survivors of the above mentioned Zamindars rent-free lands 5,356 bighas and 16 biswas as per list herewith attached, It is therefore agreed by the parties that the Agreement of 1847 shall be abrogated and that in its place the following Articles shall be substituted :—

ARTICLE 1.

The sovereignty of the two-thirds share of the district of Keshorai Patan, hitherto vested in the British Government, is hereby ceded and assigned by them to His Highness the Maharao Raja of Bundi, his heirs and successors, the sovereignty over the remaining third share being already vested in the Bundi Durbar.

ARTICLE 2.

His Highness the Maharao Raja of Bundi agrees for himself, his heirs and successors, to pay into the Ajmer Treasury of the British Government the sum of Rs. 80,000 (rupees eighty thousand) by equal instalments of Rs. 40,000 (rupees forty thousand) each during the months of January and July in each year in consideration of the rights hereby ceded by the said Government.

ARTICLE 3.

His Highness the Maharao Raja of Bundi agrees for himself and his heirs to pay the sum of Bundi Halee Rupees 669-13 (rupees six hundred and sixty-nine and annas thirteen only) on account of stipends paid in cash to the survivors and the heirs of the pensioners as specified in the list herewith attached or such sum as may be due from time to time to the survivors of such stipendiaries or their heirs.

ARTICLE 4.

The extent of the rent-free lands in the two-thirds share of the district amounting to 5,356 bighas 16 biswas His Highness the Maharao Raja of Bundi agrees for himself and his heirs to continue to the survivors of holders as specified in

the list herewith attached or such as may be due from time to time to the survivors of such rent-free landholders or their heirs and also to respect such immunities and remissions as were given by the Superintendent of Jawad to Zamindars who have sunk new wells or baolees agreeably with the terms stated in their respective puttas.

ARTICLE 5.

His Highness the Maharao Raja of Bundi hereby agrees for himself and his heirs to admit and satisfy the claims of any pensioners or rent-free holders, whose names have by inadvertence been omitted from the lists referred to in Articles 3 and 4.

RAGHUBIR SINGH,
Maharao Raja of Bundi.

R. E. HOLLAND,
Agent to the Governor-General in Rajputana.

READING,
Viceroy and Governor-General of India.

This Agreement was ratified by His Excellency the Viceroy and Governor General of India at Simla, on the 29th day of April 1924.

J. P. THOMPSON,
Secretary to the Government of India,
Foreign and Political Department.

List showing the amount of stipends paid in cash to the survivors and heirs of pensioners in Pargana Keshorai Patan in Bundi State.

Serial number.	Name of Nizamat.	Name of Village.	By whom granted.	Name of the person to whom the stipend was originally granted.	Name of the present recipient of the stipend.	Amount.			Remarks.
						Rs.	A.	P.	
1	Keshorai-patan.	Keshorai-patan.	Mahaji Scindia	Dewaji Trimukh	Balkishan	500	0	0	
2	Ditto	Ditto	Takuji Holkar	Bhudhraj Dikshit	Sakharam	100	0	0	
3	Ditto	Ditto	Sholal Kamasdar, Sumvat 1892.	Purushottamdas Khaki, Pujari of Mandir Shriji.	Purushottamdas.	25	8	0	
4	Ditto	Sowasa	Sholal Kamasdar Sumvat 1890.	Ramdas of Mandir Shriji.	Ramdas	12	0	0	
5	Ditto	Arnetha	Ditto	Ditto	Ditto	12	0	0	
					TOTAL	649	8	0	

MAHARAO RAJA OF BUNDI,

R. E. HOLLAND,
Agent to the Governor-General in Rajputana.

List showing the amount of rent-free land in pargana Patan in Bundi State.

Serial number.	Name of Nizamat.	Village.	By whom granted.	Name of person to whom the land was originally granted.	Name of present holder of the land.	Amount of Land. Bighas.	Amount of Land. Biswas.	Remarks.
1	Keshoraipatan.	Keshoraipatan.	Narooji Sewaram Kamasdar, Sumvat 1803.	Bagat Ram, Bias, Bhandari of temple of Keshoraiji.	Ram Kishan Bias of Patan.	26	..	
2	Do. .	Do. .	Mahaji Scindia and Takid Patra Madho Rao, Mulhar Pradhan.	Nathu Ram Brahman.	Magan Lal Chagan Lal.	34	..	
3	Do. .	Do. .	Dewan of Bundi, Sumvat 1799.	Bhopa Nathia Sangtarash.	Sangtarash Bhairon, son of Govind.	60	..	
4	Do. .	Do. .	Pundit Lalaji and Champarao and Keshorao Kamasdar, Sumvat 1825.	Brahmana Purani.	Bhat Kishan Chandra.	25	..	
5	Do. .	Do. .	Takid Patra Bundiwala, Sumvat 1827.	Mohan Ram Bhatt	Krishna Ballabh	9	..	
6	Do. .	Do. .	Ditto . .	Keshoe, etc., Murdangi.	Shahali Nanga Onkara.	47	11	
7	Do. .	Do. .	Raja Ajit Singh Bundiwala, Sumvat 1827.	Harjiwan and Jaya Ram Brahman.	Kishan Chandra, son of Mogalal Mewara of Bundi.	56	..	
8	Do. .	Do. .	Ditto . .	Moti, Mirgan Lachma, and Phulan, dancing girls.	Radha, Lachmana and Bhuri.	167	..	
9	Do. .	Do. .	Rao Dalal Singh Bundiwala, Sumvat 1814, Takid Patra Balar Pradhan and Takuji Holkar and Mahaji Scindia.	Govind Ram and Bachhraj.	Chandu, wife of Maganlal's son at Kotah.	180	..	
10	Do. .	Do. .	Dewan Bundiwala, Sumvat 1799, Takid Patra of Mahaji Scindia.	Cheniram and Sukhdeo and Mansa Ram Brahman.	Nathulal Cholay at Patan.	120	..	
11	Do. .	Do .	Pundit Lalaji Kamasdar, Sumvat 1853.	Thandiram Brahman.	Birdilal . .	24	..	
12	Do. .	Do. .	Takid Patra Dewan Bundiwala, Sumvat 1789.	Dargah Makan Shah and Noor Shah Faqir.	Subhan Shah Manga Shah.	40	..	
13	Do. .	Do. .	Madhorao and Narain Pradhan, Peshwa.	Bhan Chand Joshi	Bhag Chand .	40	..	
14	Do. .	Delunda .	Malharji Holkar and Lakhdarji Scindia.	Chaman Bhatt .	Chhaganlal Ram Chandra.	101	..	
15	Do. .	Keshoraipatan.	Mahaji Scindia .	Bhim Bhatt and Nagor Bhatt and Ghasi Ram.	Bhatt Birdilal Kishan Chandra.	21	..	
16	Do. .	Do.	Dewan Bundiwala, Sumvat 1817.	Shambhu Nath Nath Ram.	Jagan Nath's son	20	..	
17	Do. .	Do.	Rao Bhao Singhji Bundiwala, Sumvat 1786.	Deo [illegible]tta Bhatt and [illegible]achmiram.	Bhatt Kishan Chandra.	38	1	
18	Do. .	Do	Takid Patra Bundiwala, Sumvat 1886.	Ditto . .	Ditto . .	35	..	

List showing the amount of rent-free land in pargana Patan in Bundi State—contd.

Serial number.	Name of Nizamat.	Village.	By whom granted.	Name of person to whom the land was originally granted.	Name of present holder of the land.	Amount of Land. Bighas.	Amount of Land. Biswas.	Remarks.
19	Keshoraipatan.	Keshoraipatan.	Takid Patra Bundiwala, Sumvat 1886.	Lakhmi Kishan Ghasi Ram Ballabhji and Bharmon Bux.	Bhatt Kishan Chandra.	51	..	
20	Do.	Do.	Dewan Bundiwala, Sumvat 1780.	Sampat Joshi	Susta Joshi	696	..	
21	Do.	Do.	Ditto	Jiwan and Ganesh Nakarchi.	Barath Bijoy Nath of Patan.	30	..	
22	Do.	Do.	Ditto	Pandas of Keshorai temple.	Pandas of Keshorai temple.	420	..	
23	Do.	Do.	Dewan Bundiwala, Sumvat 1828, Takid Patra of Takuji Scindia and Malharji Holkar.	Inderji Brahman	Indralal Mewara	48	..	
24	Do.	Do.	Dewan Bundiwala, Sumvat 1800.	Jiwan Ram Bhatt.	Bai Tan Kanwarji, wife of Mehta Ghasilal at Kotah.	84	18	
25	Do.	Do.	Dewan Bundiwala, Sumvat 1817, Takid Patra of Lalaji and Champaraoji and Keshoraoji Kamasdar, 1825.	Harbhagat	Bhatt Sukhdeo of Baran.	25	..	
26	Do.	Do.	Ram Chandra Lalaji Kamasdar, Sumvat 1848.	Rameshwar Natyanand Sampat Ram.	Gujarmal Gujrati of Kotah.	51	..	
27	Do.	Do.	Maharao Shiri Ratanji Dewan Bundiwala, Sumvat 1675.	Ditto	Ganpat Brahman	25	..	
28	Do.	Do.	Rao Bhao Singhji, Sumvat 1720.	Ditto	Pujari Nand Kishore of Badi Chadi.	40	..	
29	Do.	Do.	Takid Patra of Malhar Rao Holkar and Takoji Scindia.	Ganesh Acharaji	Pundit Lalji	144	14	
30	Do.	Do.	Ditto	Ganeshdas Bairagi, Pujari of Mandir Balaji.	Shiri Gopal	15	..	
31	Do.	Do.	Balaji and Champaji Kamasdar, Sumvat 1825, Takid Patra of Jakoji Scindia.	Gopalrao Bias	Gujrati Ram Chandra.	101	..	
32	Do.	Jagnatha	Dewan Bundiwala, Sumvat 1817.	Chhoteram, Pujari of temple Sukhraiji.	Ram Chandra Mukhia.	17	..	
33	Do.	Do.	Ditto	Kishna Pujari of temple Deonath.	Jagan Nath Dass	7	..	
34	Do.	Losarda	Rani Kuchwaiji of Bundi, Sumvat 1776.	Deo Dutta Joshi	Raghunath Brahman of Bundi.	21	..	
35	Do.	Do.	Ditto	Pandas of Keshoraiji.	Ram Chandra	101	..	

List showing the amount of rent-free land in pargana Patan in Bundi State—contd.

Serial number.	Name of Nizamat.	Village.	By whom granted.	Name of person to whom the land was originally granted.	Name of present holder of the land.	Amount of Land.		Remarks.
						Bighas.	Biswas.	
36	Keshoraipa .	Chatawa .	Takid Patra of Dalotrao Scindia.	Pujari Rameshwar Nityanand Sampat Ram of temple Shiriji.	Balkrishna at Maha Prabhoo Kotah.	101	..	
37	Do. .	Do. .	Takid Patra Madharao Balor Pradhan.	Girdhari Bhatt .	Baid Gujor Mal at Kotah.	05	..	
38	Do. .	Do. .	Ditto .	Pandas of temple Keshoraiji.	Pandas of temple Keshoraiji.	7	..	
39	Do. .	Lakheri .	Pandit Lalaji Kamasdar, Sumvat 1865.	Pujari of temple Mungleshwerji.	Temple of Kalyanraiji.	10	..	
40	Do. .	Do. .	Ditto .	Basdeo Chowbey .	Natwor Chowbey of Muthra.	24	15	
41	Do. .	Do. .	Ditto .	Pandas of temple Keshoraiji.	Pandas of temple Keshoraiji.	10	..	
42	Do. .	Arnotha .	Ramrao Madhorao Kamasdar, Sumvat 1900.	Pujari Ramdas of temple Balaji.	Badridas of Arnotha.	25	..	
43	Do. .	Do. .	Solaiji Kamasdar, Sumvat 1889.	Pujari Raghubardas of temple Shri Salagramji.	Ditto .	11	..	
44	Do. .	Do. .	Mahaji Scindia .	Hardeo Bhatt .	Dolatrao's wife, Char Hatoi at Kotah.	50	10	
45	Do. .	Do. .	Takid Patra Maharaja Alijah (Scindhia).	Pujari Kesho and Kaluram of mandir Raghunathji and Kalyanraiji.	Brahman Nand Ram and Sewak Bhanwria.	43	..	
46	Do. .	Do. .	Dewan Bundiwala, Sumvat 1782.	Raghunathji Bhagat for dancing at temple Keshorao.	Ram Narain Sewak.	25	..	
47	Do. .	Do. .	Jakooji Scindia and Malharji Holkar.	Balkrishna Tewari	Joshi Badri Lal Mewara.	18	6	
48	Do. .	Sovasa .	Maharaja Bhao Singh, Sumvat 1723.	Sewa Rama Joshi	Joshi Nand Kishore's wife.	101	..	
49	Do. .	Do. .	Madhrao Peshwa Pradhan Takid Patra of Mahaji Scindia.	Budkishan and Hira Nand.	Gujrati Jagan Nath of Kotah.	51	..	
50	Do. .	Do. .	Takid Patra of Doalat Rao Scindia.	Ganga Dass Bairagi.	Mangal Dass .	25	..	
51	Do. .	Do. .	Dewan Bundiwala, Sumvat 1800, Takid Patra of Jakooji Rao Scindia.	Mansa Ram Joshi	Chotu Lal Mewara of Bundi.	50	..	
52	Do. .	Do. .	Ditto .	Indraji Brahman .	Moti Lal Aganhotri of Bundi.	41	..	
53	Do. .	Do. .	Pandit Malhar Rao and Cha[illegible]a Rao and Gangadhar Kamasdar, Sumvat 1889.	Nathu Ram Brahman.	Ananda Bai of Patan.	15	..	

List showing the amount of rent-free land in pargana Patan in Bundi State—contd.

Serial number.	Name of Nizamat.	Village.	By whom granted.	Name of person to whom the land was originally granted.	Name of present holder of the land.	Amount of Land. Bighas.	Biswas.	Remarks.
54	Keshoraipatan.	Sovasa	Balkrishnaji Baba Kamasdar, Sumvat 1887.	Umada, Pujari of temple of Lachmi Narain.	Sewak Baldeo	20	..	
55	Do.	Do.	Takid Patra Madho Rao and Malhar Pradhan.	Girdhar Bhatt	Acharaj of Maha Prabhuji at Kotah.	85	..	
56	Do.	Arnetha	Dewan Bundiwala, Sumvat 1781.	Ganga Ram Bias	Ram Chandra of Arnetha.	65	..	
57	Do.	Tiruth	Raoraja Bhao Singh Bundiwala, Sumvat 1718.	Daya Chand Brahman.	Bhatt Ram Narain and Gopal of Patan.	51	..	
58	Do.	Do.	Pundit Lalaji Ram Chandra Kamasdar, Sumvat 1848, Takid Patra of Mahoji Scindia.	Rameshwar Nitya Nand and Sumpat Ram Brahman.	Ram Chandra Gujrati at Ratwali, Kotah.	152	..	
59	Do.	Do.	Takid Patra of Mahoji Scindia and Takooji Holkar.	Pujari Dwarka Nath of temple of Mathuranathji.	Temple of Mathuranathji.	275	..	
60	Do.	Gamach	Bal Krishna Narain Kamasdar, Sumvat 1885.	Dharamshala Beragi Man Das.	Ballabh Das at Kotah.	101	..	
61	Do.	Do.	Maharaj Kumar Bhao Singh, Sumvat 1703.	Sukhdeo and Lachhma Khawas Brahman.	Kishan Chandra of Patan.	40	..	
62	Do.	Do.	Rao Bhao Singhji Bundiwala, Sumvat 1786.	Deo Datta Bhatt and Lachhmi Ram.	Ditto	40	19	
63	Do.	Chadanhoti	Takid Patra of Mahaji Scindia and Takuji Holkar.	Pujari Dwarkanath, temple of Mathuranathji	Temple of Mathuranathji.	121	..	
64	Do.	Do.	Takid Patra Madhorao and Malhar Pradhan.	Girdhar Bhatt	Chhota Mahaprabhuji at Kotah.	25	..	
65	Do.	Balitta	Dewan Bundiwala, Sumvat 1798.	Ugar Nath	Teedilal Nandanath.	8	..	
66	Do.	Do.	Dewan Bundiwala, Sumvat 1817.	Pujari Choteram of temple Girdharji.	Sewak Ram Chandra of Patan.	22	..	
67	Do.	Do.	Ditto	Pujari Mandas Beragi of temple Lachhmi Narainji.	Babaji Nathu Das.	19	10	
68	Do.	Do.	Ditto	Pandas of temple Keshoraiji.	Pandas of temple Keshoraiji.	15	.	
69	Do.	Sarsala	Ditto	Pujari Nanda of temple Lachhmi Narain.	Sewak Kaloo	14	..	
70	Do.	Do.	Ditto	Gobind Ram Ghosi Ram and Lala Deoji Ram, Brahman.	Ram Chandra of Sarsala.	25	..	
71	Do.	Biraj	Ditto	Beragi Keshodas, Pujari of temple Murli Dhar and Ganeshji.	Shankardas	25	..	

List showing the amount of rent-free land in pargana Patan in Bundi State—contd.

Serial number.	Name of Nizamat.	Village.	By whom granted.	Name of person to whom the land was originally granted.	Name of present holder of the land.	Amount of Land. Bighas.	Biswas.	Remarks.
72	Keshoraipatan.	Biraj	Dewan Bundiwala, Sumvat 1817.	Prohit Sho Bakhsa, Pujari of temple Mahadeo and Mataji.	Deogor Gusai	16	..	
73	Do.	Ramolor	Ditto	Pujari Sita of temple Lachhmi Narain.	Ghasi Ram of Badi.	10	..	
74	Do.	Padra	Maharaj Bhao Singh Bundiwala, Sumvat 1846.	Sita Ram and Ghasi Ram Brahman.	Katha Bhatt Ganesh Ram.	7	..	
75	Do.	Do.	Ditto	Panda Shanker Pujari.	Sevak Boji	21	14	
76	Do.	Kulanda	Ram Chandar Lalaji Kamasdar, Sumvat 1878.	Lachman Das Bairagi.	Siamgar and Ram Chandra.	10	..	
77	Do.	Do.	Parwana to Kamasdar, 1882.	Brahman Gokul, Pujari, temple of Shri Thakurji.	Pujari Kishan Chandra.	8	10	
78	Do.	Delunda	Pundit Lalaji Kamasdar, Sumvat 1859.	Khem Das	Madan Das	15	..	
79	Do.	Do.	Ditto	Pujari Gopal Dass of temple Balaji.	Ditto	8	..	
80	Do.	Do.	Ditto	Pujari Bishan Dass of temple Narsinghji.	Ditto	12	7	
81	Do.	Do.	Ditto	Gusai Ram Gar, Pujari of temple Mahadeo.	Dhulgor of Delunda.	8	..	
82	Do.	Sunta	Maharaj Umed Singhji, Sumvat 1880.	Jiwan Ram Joshi	Gujrati Nand Lal of Kotah.	41	..	
83	Do.	Nimota	Maharaj Daulat Rao Scindhia.	Ram Chandra Lalaji, Pandit of temple Maha Lachhmi.	Deva Das, Pujari	81	..	
84	Do.	Do.	Ditto	Gangadhar Joshi and Harilal.	Ram Joshi, Nand Ram's wife, at Kotah.	20	..	
85	Do.	Balkasa	Dewan Bundiwala, Samvat 1789.	Harjewan Bhatt	Narain Kanwar Bai of Kotah.	50	..	
86	Do.	Do.	Ditto	Gusai Chand Nath Pujari of temple Kalyanraiji.	Gusai Radha Lal of Shergarh.	121	..	
87	Do.	Do.	Jankooji Rao Scindhia.	Jiwan Ram, Brahman.	Soti Bala Buksh's son's wife at Bundi.	81	..	
88	Do.	Badi	Dewan Bundiwala, Sumvat 1800, Tahid Patra Maharaja Jankooji, Scindhia	Dhanna, son of Bukhta, Brahman.	Bhatt Girdhari of Badi.	50	..	

List showing the amount of rent-free land in pargana Patan in Bundi State—concld.

Serial number.	Name of Nizamat.	Village.	By whom granted.	Name of person to whom the land was originally granted.	Name of present holder of the land.	Amount of Land. Bighas.	Amount of Land. Biswas.	Remarks.
89	Keshoraipatan.	Radi .	Pundit Lalaji Kamasdar, Sumvat 1874.	Brahmachari Kashinath, Brahman.	Madholal, Brahmachari.	51	..	
90	Do. .	Sedri .	Solal Kamasdar .	Ballabhji, son of Kishan Lal.	Ratanlal's wife .	12	..	
91	Do. .	Losarda .	Ditto .	Panda Shanker Pujari of temple.	Panda Gaindia .	9	..	
					Total .	5,356	16	

MAHARAO RAJA OF BUNDI,

R. E. HOLLAND,

Agent to the Governor-General in Rajputana.

No. VII.

ENGAGEMENT between the HONOURABLE ENGLISH EAST INDIA COMPANY and NAWAB UMEER-OO-DOWLAH MOHUMMUD UMEER KHAN, concluded by MR. CHARLES THEOPHILUS METCALFE on the part of the HONOURABLE COMPANY, in virtue of full powers from HIS EXCELLENCY the MOST NOBLE THE MARQUIS OF HASTINGS, K.G., GOVERNOR-GENERAL, and LALLA NURUNJUN LAL on the part of the Nawab, in virtue of full powers from the said Nawab,—1817.

ARTICLE 1.

The British Government guarantees to Nawab Umeer Khan and his heirs in perpetuity, the possession of the places which he holds in the territories of Maharajah Holkar, under grants from the said Maharajah; and the British Government takes those possessions under its protection.

ARTICLE 2.

Nawab Umeer Khan will disband his army, with the exception of such a portion as may be requisite for the internal management of his possessions.

ARTICLE 3.

Nawab Umeer Khan will not commit aggressions in any country. He will relinquish his connection with the Pindarees and other plunderers, and will more-

over co-operate, to the utmost of his power, with the British Government for their chastisement and suppression. He will not enter into negotiations with any person whatever without the consent of the British Government.

ARTICLE 4.

Nawab Umeer Khan will deliver up to the British Government all his guns and military equipments, with the exception of such a portion as may be requisite for the internal management of his possessions and the defence of his forts, and shall receive in exchange an equitable pecuniary compensation.

ARTICLE 5.

The force which Nawab Umeer Khan may retain shall attend at the requisition of the British Government.

ARTICLE 6.

This engagement of six Articles, having been concluded at Delhi, and signed and sealed by Mr. Charles Theophilus Metcalfe and Lalla Nurunjun Lal, the ratifications of the same by His Excellency the Most Noble the Governor-General and Nawab Umeer Khan, shall be delivered at Delhi within one month from the present date, November 9th, 1817.

C. T. METCALFE,

SEAL OF LALLA NURUNJUN LAL

THE NAWAB'S SEAL.

HASTINGS.

This Treaty was ratified by His Excellency the Governor-General, in camp, at Salyah, on the fifteenth day of November, one thousand eight hundred and seventeen.

J. ADAM,

Secretary to the Governor-General.

No. VIII.

ADOPTION SANAD granted to NAWAB WUZEER-OO-DOWLAH, AMEER-OOL-MOOLK MAHOMED WUZEER KHAN BAHADOOR, NUSRUT JUNG, NAWAB of TONK, — 1862.

Her Majesty being desirous that the governments of the several Princes and Chiefs, who now govern their own territories, should be perpetuated, and that the representation and dignity of their Houses should be continued; I hereby, in fulfilment of this desire, convey to you the assurance that, on failure of natural heirs, any succession to the Government of your State which may be legitimate according to Mahomedan law, will be recognized and confirmed.

Be assured that nothing shall disturb the engagement thus made to you so long as your House is loyal to the Crown and faithful to the conditions of the Treaties, Grants, or Engagements which record its obligations to the British Government.

ELGIN AND KINCARDINE.

Dated 28th May 1862.

No. IX.

PROCLAMATION,—1867.

Be it known to the Nobles, Chiefs, and people of the Principality of Tonk that tidings of the outrage which was perpetrated on the 1st of August last on the person of the uncle and certain followers of the Chief of Lawa, have been reported to the Viceroy and Governor-General of India in Council.

His Excellency the Viceroy and Governor-General, from the full evidence taken on the spot, has been forced with pain to the conviction that the tragedy could not have taken place without the knowledge, and, indeed, without the instigation of the Nawab, the present Ruler of Tonk.

The Viceroy and Governor-General in Council has resolved, both as a punishment of this crime, and because, since its commission, the Government of India could repose no confidence in his administration, that the Nawab shall be removed from his Government, and that his son shall be proclaimed successor.

During the minority of the young Nawab the British Government will administer the government through Ibadoolla Khan, the uncle of the *ex*-Nawab, or make such other similar arrangement as it may see fit. But beyond the separation of Lawa from Tonk no alteration will be made in the constitution of the State. Lawa will now become a separate Chiefship, and will so remain for ever under the protection of the British Government. The heirs of the murdered men will receive maintenance through the British Government out of the revenues of Tonk.

The Viceroy and Governor-General in Council accordingly now proclaims to the Nobles, Chiefs, and people of Tonk the change in the succession, and calls upon them to submit to the Government of the new Nawab, and during his minority to the administration which will temporarily be introduced by the Agent to the Governor-General.

The Governor-General in Council entertains the hope that the present lesson will not be lost upon the country, but that it will lead, both in Tonk and throughout the Province of Rajasthan, to the well-being and prosperity of all concerned, both of those who govern and of the people.

By Order of the Viceroy and Governor-General of India.

LUCKNOW; W. MUIR,

The 14th Nov. 1867. *Foreign Secy. to the Govt. of India.*

No. X.

EXTRADITION TREATY between the BRITISH GOVERNMENT and the REGENCY COUNCIL of the Tonk State, on behalf of HIS HIGHNESS MAHOMED IBRAHIM KHAN BAHADOOR, NAWAB of TONK, his heirs and successors, executed on the one part by CAPTAIN JAMES JENKINS BLAIR, ASSISTANT AGENT, GOVERNOR-GENERAL, RAJPOOTANA, under authority from LIEUTENANT-COLONEL RICHARD HARTE KEATINGE, C.S.I. and V.C., GOVERNOR-GENERAL'S AGENT for the STATES of RAJPOOTANA, in virtue of the full powers vested in him by HIS EXCELLENCY the RIGHT HON'BLE SIR JOHN LAIRD MAIR LAWRENCE, BARONET, G.C.B. and G.C.S.I., VICEROY and GOVERNOR-GENERAL of INDIA, and on the other part by SAHEBZADA MAHOMED ABDULLAH KHAN, PRESIDENT of the COUNCIL of REGENCY,—1869.

ARTICLE 1.

That any person, whether a British or Foreign subject, committing a heinous offence in British territory, and seeking shelter within the limits of the Tonk State, shall be apprehended and delivered up by the latter Government to the former on requisition in the usual manner.

ARTICLE 2.

That any person, being a subject of Tonk, committing a heinous offence within the limits of the Tonk State, and seeking asylum in British territory, shall be apprehended and delivered up by the latter Government to the former on requisition in the usual manner.

ARTICLE 3.

That any person, other than a Tonk subject, committing a heinous offence within the limits of the Tonk State, and seeking asylum in British territory, shall be apprehended, and the case investigated by such Court as the British Government may direct. As a general rule such cases will be tried by the Court of the Political Officer in whom the political supervision of Tonk may at the time be vested.

ARTICLE 4.

That in no case shall either Government be bound to surrender any person accused of a heinous offence, except on requisition duly made by, or by the authority of, the Government within whose territories the offence shall be charged to have been committed, and also upon such evidence of criminality as, according to the laws of the country, in which the person accused shall be found, would justify his apprehension and sustain the charge if the offence had been there committed.

ARTICLE 5.

That the following offences be deemed as coming within the category of heinous offences :—

1. Murder.
2. Attempt to murder.
3. Culpable homicide under aggravating circumstances.
4. Thuggee.
5. Poisoning.
6. Rape.
7. Causing grievous hurt.
8. Child-stealing.
9. Selling females.
10. Dacoitee.
11. Robbery.
12. Burglary.
13. Cattle-theft.
14. Arson.
15. Forgery.
16. Counterfeiting coin, or uttering base coin.
17. Criminal breach of trust.
18. Criminal misappropriation of property.
19. Abetting the above offences.

ARTICLE 6.

The expenses of any apprehension, detention, or surrender, made in virtue of the foregoing stipulations, shall be borne and defrayed by the Government making the requisition

ARTICLE 7.

The above Treaty shall continue in force until either of the high contracting parties shall give notice to the other of its wish to terminate it.

ARTICLE 8.

Nothing herein contained shall be deemed to affect any Treaty now existing between the high contracting parties, except so far as any Treaty may be repugnant thereto.

Done at Tonk, this twenty-eighth day of January 1869.

J. BLAIR, *Capt.*,
Asst. Agent, Govr.-Genl., Rajpootana.

THE STATE SEAL.

MAYO,
Viceroy and Govr.-Genl. of India.

This Treaty was ratified by His Excellency the Governor-General of India at Fort William, on the fifth of March 1869.

W. S. SETON-KARR,
Secy. to the Govt. of India, Foreign Dept.

No. XI.

Tonk Salt Agreement, dated the 9th January 1882.

Ratified the 11th February 1882.

ARTICLE 1.

His Highness the Nawab of Tonk agrees to suppress and absolutely prohibit and prevent the manufacture of salt within any part of the Tonk State, whether overtly or under the guise of manufacturing saltpetre or other saline product and to destroy and erase existing salt-works, if any, so that salt cannot there be made. Provided that nothing in this Article shall be held to prohibit the *bonâ fide* manufacture of saltpetre at the works mentioned in Schedule attached now existing within the Tonk State, or the opening at any time, with the previous knowledge of the Political Agent of such new saltpetre works as the Nawab of Tonk may consider necessary.

ARTICLE 2.

No tax, toll, transit duty, or due of any kind whatever shall be levied on salt, whether exported from, or imported into, or sold in, or carried through, the Tonk State.

ARTICLE 3.

His Highness the Nawab of Tonk agrees to prohibit the importation into or consumption within the Tonk State of any salt whatever, other than salt upon which duty has been levied by the British Government.

ARTICLE 4.

In consideration of the effective observance by His Highness the Nawab of Tonk of the stipulations in this Agreement the British Government agree to pay to His Highness the Nawab of Tonk in lieu of import, export, transit, sale, and every other charge on salt, the sum of twelve thousand rupees annually; and as compensation for the suppression of the Khari salt-works throughout the Tonk State the sum of eight thousand rupees annually.

ARTICLE 5.

None of the stipulations set forth in this Agreement shall be modified or annulled without the previous consent of both the contracting parties.

ARTICLE 6.

Nothing herein contained shall be deemed to affect any Treaty now existing between the British Government and the Nawab of Tonk, except in so far as its provisions may be repugnant thereto.

ARTICLE 7.

This Agreement is considered to have come into force on the 1st October 1881.

List of existing Saltpetre Works in the Tonk State.

Pargana.	Villages.	Number of works.	
Tonk	Muhammadgarh	3	12 Total.
	Lavadar	1	
	Sankhna	1	
	Nirbana	1	
	Sundila	1	
	Sonewa	1	
	Chandlai	1	
	Borekhandi Kalan	1	
	Piplu	1	
	Sondhiphul	1	
Aligarh	Barana	1	5 Total.
	Gangli	1	
	Khatowli	1	
	Patowli	1	
	Bamanik	1	

SAHIBZADA MUHAMMAD OBEIDULLA KHAN, C.S.I.

W. J. W. MUIR, *Major,*
Political Agent, Harowtee and Tonk.

No. XII.

AGREEMENT supplementary to the TREATY of 1869 regarding EXTRADITION,—1887.

Whereas a Treaty relating to the extradition of offenders was concluded on the 5th March 1869 between the British Government and the Tonk State: And whereas the procedure prescribed by the Treaty for the extradition of offenders from British India to the Tonk State has been found by experience to be less simple and effective than the procedure prescribed by the law as to the extradition of offenders in force in British India: It is hereby agreed between the British Government and the Tonk State that the provisions of the Treaty prescribing a procedure for the extradition of offenders shall no longer apply to cases of extradition from British India to the Tonk State; but that the procedure prescribed by the law as to the extradition of offenders for the time being in force in British India shall be followed in every such case.

Signed at Tonk this twenty-seventh day of August in the year A.D. one thousand eight hundred and eighty-seven.

S. M. OBIADULLAH KHAN,
Naib Vizarat, Tonk.

HIS HIGHNESS NAWAB OF TONK'S SIGNATURE.

JOHN BIDDULPH, *Lt.-Col.,*
Political Agent, Haraoti and Tonk.

DUFFERIN,
Viceroy and Govr.-General of India.

This Agreement was approved and confirmed by His Excellency the Viceroy and Governor-General of India at Fort William on the twenty-eighth day of March A.D. one thousand eight hundred and eighty-eight.

H. M. DURAND,
Secy. to the Govt. of India, Foreign Department.

No. XIII.

MEMORANDUM of AGREEMENT made this 27th day of February One thousand eight hundred and ninety-nine between THE GOVERNMENT OF HIS HIGHNESS THE NAWAB OF TONK (hereinafter called The Tonk Durbar) of the first part, and THE INDIAN MIDLAND RAILWAY COMPANY, LIMITED, (hereinafter called The Company), of the other part, for the working of His Highness The Nawab's Railway forming a portion of the Guna-Baran Railway (hereinafter called The Railway) commencing at mileage 238 and 4,642 feet from Itarsi Junction in the direction of Baran and extending to mileage 261 and 1,571¾ feet from Itarsi Junction, in the same direction in the territory of His Highness the Nawab,—1899.

1. This Agreement shall remain in force until the expiration of the Principal Contract subsisting between the Company and the Secretary of State for India dated the 2nd of October 1885, or until the expiration of a period of ten years from the date of the opening of the Railway for public traffic of all kinds, whichever period shall first expire, and shall be determinable then, or upon the 30th June or the 31st December in any year thereafter, provided that not less than twelve months' previous notice in writing has been given by one of the parties to this Agreement to the other of them.

2. The Railway during the term of this Agreement is to be worked by the Company as part of the undertaking, which consists of the Indian Midland Railway and Railways worked by the Company, subject to the same arrangements as are in force with the Company itself under the Principal Contract, except as hereinafter modified.

3. All communications of importance, or involving Capital expenditure, between the Tonk Durbar and the Company, under this Agreement, shall pass through the Political Officer representing the Tonk Durbar and the Consulting Engineer to the Government of India, Lucknow Circle, or such other Officer as the Government of India may from time to time appoint to undertake the same general duties with respect to the Railway, as are entrusted to that Officer by the Government of India in respect to the Indian Midland Railway. All correspondence as to details in connexion with sanctioned works, and as to traffic and other matters, shall be carried on direct between the Political Officer representing the Tonk Durbar and the Indian Midland Railway Company.

4. Within one year from the opening of the Railway, or as soon as possible before the expiration of that period, the Railway shall be completely constructed and equipped by and at the expense of the Tonk Durbar in a substantial and satisfactory manner, as to works, permanent-way, buildings, fixed machinery, and in all other respects, and stations and other buildings shall be fully equipped with the usual plant, fittings, furniture and appliances. All the works so carried out including the permanent-way, buildings, machinery, plant, fittings, furniture, appliances and equipments shall be up to the standard on which the Company's own line, buildings and works have been constructed and equipped, or shall be approved of by the Consulting Engineer.

5. A full section of permanent ballast or 84,000 cubic feet per mile of track laid on wooden sleepers, outside cuttings, and 87,000 cubic feet per mile of track laid on steel sleepers, or in rock cuttings, shall be provided by and at the expense of the Tonk Durbar and to meet the loss of ballast resulting from the subsidence of embankments, a further quantity of 8,000 cubic feet per mile of track in bank is to be provided by and at the expense of the Tonk Durbar. This ballast shall be distributed as follows :—In cuttings and on light bank (under 5 feet) and in station yards the permanent ballast shall be spread, or, with the sanction of the Engineer-in-Chief who is superintending the construction of the Railway, shall be stacked or laid in such manner as the Company shall approve ; on embankments generally it should be stacked on cess, or in Depôt for subsequent use. All permanent-way on embankments, in the first instance, and before the opening for general traffic, is to be packed with temporary ballast of sand or sound moorum, or the best material obtainable in the district. The cost of distributing, spreading and packing the permanent ballast, which is chargeable to Capital, and has to be done by the Company, shall be settled finally before the line is taken over by the Company.

6. When the opening of the Railway for public traffic has been sanctioned by the Government of India, the Tonk Durbar shall, except as provided in clause 7, hand over the Railway to the Company, and the Company shall accept the Railway for the purposes of this Agreement, the Tonk Durbar guaranteeing to the Company full and undisturbed possession of the Railway at all times during the continuance of this Agreement.

7. The Engineer-in-Chief in charge of the construction of the Railway shall, within one year of the opening of the Railway, complete at the cost of the Tonk Durbar all additional works, fixed structures, machinery, etc., that may be necessary for the proper completion of the Railway, in accordance with the requirements of the Company or the orders of the Consulting Engineer. Schedules shall be prepared by the representatives of the Railway and the Company showing the works which are considered necessary for the completion of the line within this period. Such works shall not include the spreading and packing of permanent ballast referred to in clause 5 above : and the permanent-way and existing works shall be maintained by the Company. A list giving particulars of all furniture and moveable equipment at stations shall be prepared as soon as the furniture

and equipment have been fully provided, and shall be signed by a representative of the Railway and a representative of the Company.

8. Except as provided in clause 7, all additional works and alterations in existing works that are not of the nature of repairs or new minor works, which may from time to time be agreed upon, between the Tonk Durbar and the Company, as necessary for the efficient working of the Railway, shall be carried out by the Company at the cost of the Tonk Durbar, on estimates sanctioned and approved by the Tonk Durbar and the Consulting Engineer.

9. For works which may be required after the first twelve months, the Company shall submit to the Tonk Durbar an estimate of the probable Capital requirements for the coming official year, and shall during the said year be at liberty to expend the amount mentioned in the estimate or such part thereof as may be necessary on objects properly chargeable to Capital without further reference to the Tonk Durbar, provided that if the expenditure is incurred on any work not specified in the said estimate, an explanation of the necessity for such expenditure shall be furnished to the Tonk Durbar at the earliest possible opportunity. Such estimates shall be submitted annually three months before the commencement of the official year. Or if, from any unforeseen circumstances, the total expenditure for which the estimate has been submitted is likely to be exceeded, a fresh application for funds with supplemental estimate shall be made as early as possible. The Tonk Durbar shall, after approval of the estimates, place at the disposal of the Company ¼th of the whole amount for which the estimate has been submitted, and shall without delay meet all further demands from time to time up to the total amount of the estimate. These estimates shall not include provision for additional ballast beyond the quantity provided for in clause 5.

10. The cost of works the execution of which under clause 9 of this Agreement is required to be carried out by the Company, shall be dealt with as follows :—

(*a*) All such works costing over Rs. 1,000 shall be charged to the Capital Account of the Railway, and paid for by the Tonk Durbar.

(*b*) Petty works costing not more than Rs. 1,000 each shall be charged to Revenue, and shall be met from the sum allowed to the Company for maintenance and working of the said Railway as hereinafter provided.

Provided always that if for any half-year the aggregate expenditure on petty works thereon shall exceed Rs. 20 per mile open in any half-year, such excess shall be charged to the Capital Account of the said Railway and shall be met by the Tonk Durbar.

11. The Company shall maintain the Railway in good repair and in good working order and condition up to the standard of its own line, and to the satisfaction of the Consulting Engineer, upon the following terms—that is to say, the cost and expenses of such maintenance shall be borne by the Company so far only as such maintenance shall be necessary to make good damage caused by the ordinary wear and tear incidental to the use and working of the said Railway and

works by the Company, and the conveyance of traffic thereon by the Company, and not further or otherwise; and the Company shall not bear nor be put to any cost or expense for, or in respect of any repair, restoration, renewal, or replacement necessary to make good any damage that may occur to the said Railway and works, or any portion thereof, which may arise from defective original construction, or may be caused by weather, storm, accident or any extraordinary casualty not due to defects in the maintenance or working of the Railway by the Company and to the occurrence of which the Company shall not have in any way contributed by any act, neglect, or default of their own. Provided that, if in any case the Tonk Durbar and the Company shall not agree as to the liability of the Company under this section, the matter in question shall be referred to arbitration as hereinafter provided, and the decision arrived at on such arbitration shall be binding on both parties to the reference.

12. During the continuance of this contract the Company shall be in possession of and have entire control of the Railway, shall supply all staff required for the supervision, maintenance and working, including that for audit and accounts, and shall supply all locomotives and other rolling-stock, fuel and working stores required for the efficient working of the Railway.

13. The Railway Police will be provided by the Company, and three equal tenth parts of the cost of providing and maintaining the force from time to time employed will, in accordance with the procedure laid down by Government, be borne by the Tonk Durbar, the remaining seven-tenths being a charge against the Company. The term "Police" shall include the force required for law and order as well as that required for watch and ward.

14. The Company shall charge generally such rates, fares and tolls as are within the schedule of maxima and minima rates sanctioned by Government from time to time for the Indian Midland Railway, and shall make such rules, conditions and arrangements in respect of the traffic on the Railway as are now, or shall be from time to time, in force on the Indian Midland Railway; and it shall be understood that the Company will not make or give any undue or unreasonable preference or advantage to, or in favour of, any particular person or company, or any description of traffic, or subject any particular person or company to any undue or unreasonable prejudice or disadvantage, but shall do all in its power to develop traffic on the Railway.

15. All costs, charges and expenses incurred by the Company in connexion with the maintenance, management, use and working of the Railway, and the conveyance of traffic thereon shall be paid by the Company, provided that, in the event of the telegraph lines and instruments not being the property of the Railway, the cost of the rent of the same shall be a charge against the Railway.

16. The gross receipts of the Railway are to be collected and treated as receipts of the Company, and the Company shall pay the same into the Government Treasury in the same way as their own earnings. The expression "gross receipts" as used in this Agreement, means and includes gross earnings from coaching and goods traffic, and moneys received by the Company from the working of any tele-

graphs or telegraphic appliances which are the property of the Railway, or of which the Government of India have allowed the Company the exclusive use for the purposes of the Railway; also all sums received as rent and all other sundry receipts usually treated as Railway revenue.

17. The Company shall keep distinct and separate accounts of the gross receipts of the Railway. Such accounts shall be made up half-yearly to the 30th day of June and the 31st day of December in each year, or to such other days as may at any time be prescribed for the Indian Midland Railway, and so soon as the half-yearly accounts of the Company have been passed by the Consulting Engineer, and not later than three months after the close of each half-year, the Company shall render to the Tonk Durbar, through the Consulting Engineer, a summary of the account of the Railway, signed by the Consulting Engineer and by the Government Examiner of Accounts attached to the Indian Midland Railway.

18. The amount of the said gross receipts, ascertained as in the last preceding paragraph mentioned, shall be dealt with as follows, namely, for working and maintaining the Railway, as hereinbefore provided, the Company shall retain out of the said gross receipts a sum that shall bear the same percentage to the entire gross receipts of the Railway for each half-year as the aggregate working expenses of the whole System of the Company (including the Railway) shall bear to the gross receipts of that System for the same half-year, but such sum shall not in any half-year exceed 50 per cent. of the entire gross receipts of the said Railway for that half-year, and the said sum shall be accepted by the Company in full satisfaction for the supply of rolling-stock, plant and machinery, other than fixed machinery and the managing, working and maintaining of the said Railway and works, in accordance with the provisions of this contract, and for the performance by the Company of every other obligation undertaken by them under this contract, with reference to the said Railway and works.

19. The remainder of the said gross receipts, after deduction of the sum so retained by the Company as aforesaid, shall be paid over to the Tonk Durbar in the manner prescribed by the Government of India. Every Revenue account shall be considered as settled at the expiration of three calendar months after the same shall have been submitted to the Tonk Durbar, but nevertheless any error which may subsequently be discovered therein shall be corrected in the next or in any subsequent Revenue account.

20. All money transactions under this Agreement as between the Tonk Durbar and the Company shall be in British Government Rupees and the Company are to accept the British Currency only in payment of fares and rates.

21. If the Tonk Durbar and the Railway Company shall fail to agree touching any matter with respect to which their agreement is required by this contract, or if, in any case not herein specially provided for, any dispute, question, or controversy shall at any time arise between the Tonk Durbar and the Company touching this contract, or any clause or thing herein contained, or the construction thereof, or any matter connected with this contract or the operation thereof, or the rights, duties, or liabilities of either party in relation to the contract, then

and in every such case the matter in regard to which the Tonk Durbar and the Company shall fail to agree, or the matter in difference, as the case may be, shall be settled by arbitration in a manner to be arranged between the Tonk Durbar and the Company with the approval of the Government of India.

F. T. RICKARDS,

Agent, Indian Midland Railway.

MUHAMMED ABAID-UL-LAH KHAN, *C.S.I.*,

Prime Minister, Tonk.

F. B. HEBBERT,

Consulting Engineer to the Government of India,

Lucknow Circle.

No. XIV.

MEMORANDUM relating to the TERMS OF SALE by the TONK DARBAR to the GWALIOR DARBAR of that section of the GUNA-BARAN RAILWAY which lies within the TONK STATE,—1905.

Whereas under the Memorandum dated the 31st January 1898, regarding the terms relating to the construction of that section of the Guna-Baran Railway which lies within the Tonk State, the Tonk Darbar borrowed from the Gwalior Darbar the sum of Rs. 14,71,024-1-7 under the conditions as to re-payment of principal and interest, etc., specified in the said Memorandum, it is hereby agreed by the Tonk Darbar on the one part and by the Gwalior Darbar on the other part that the Tonk Darbar shall sell to the Gwalior Darbar and the Gwalior Darbar shall purchase from the Tonk Darbar the section of the Guna-Baran Railway which lies within the Tonk State on the following conditions :—

(*a*) Nothing shall be repaid by the Gwalior Darbar of any sums already paid by the Tonk Darbar to the Gwalior Darbar on account of the loan taken from the Gwalior Darbar for the construction of this section of the line.

(*b*) Nothing further shall be paid by the Tonk Darbar to the Gwalior Darbar on account of the unpaid portion of the principal or interest of the loan taken by the Tonk Darbar from the Gwalior Darbar for the construction of this section of the line.

2. Under conditions (*a*) and (*b*) above the Tonk Darbar relinquishes any claim for the refund of money repaid to the Gwalior Darbar in liquidation of the principal of the loan and the Gwalior Darbar relinquishes any claim for the payment by the Tonk Darbar of the net earnings of the section up to date.

3. All rights of property in the land included in the section of the Railway referred to in this Memorandun shall vest in the Tonk Darbar irrespective of the power and jurisdiction ceded to the Government of India by the Tonk Darbar under the agreement dated the 26th July 1899.

4. The Gwalior Darbar will have the use of the land under the Railway as long as the Railway exists.

5. That no compensation whatsoever shall be payable to the Tonk Darbar by the Gwalior Darbar for the land now enclosed within the Chabra section of the Railway or for the use thereof nor shall the Gwalior Darbar be charged with any compensation, etc., for the land which it may hereafter be necessary to acquire from the Tonk Darbar for the proper working of the said section.

6. That no sayer duty will be levied by the Tonk Darbar on the articles imported locally for the maintenance of the Railway line and its appurtenances.

7. That in view of the loss which is accruing to the Gwalior Darbar by the conclusion of the transaction being delayed, the Gwalior Darbar shall be entitled to receive the net earning of the said section from 1st July, 1904, as by the delay in the purchase being finally concluded the Darbar loses its interests on the amount advanced to the Tonk Darbar.

MADHORAO SCINDIA,

His Highness Maharaja of Gwalior.

Signature of His Highness Aminud-Dowla Wazirul Mulk Nawab Hafiz Sir Muhammad Ibrahim Ali Khan, Bahadur Sowlat Jang, G.C.I.E., of Tonk.

TONK;

The 16th March 1905.

Countersigned.

A. B. DRUMMOND, *Captain,*

Political Agent, Haraoti and Tonk.

TONK

The 17th April 1905.

Countersigned.

H. V. COBB,

Resident in Gwalior.

CAMP SIMLA;

The 29th June 1905.

No. XV.

MEMORANDUM of TERMS between the GOVERNMENT OF INDIA and the (1) TONK DARBAR, (2) PARTABGARH DARBAR and (3) JHALAWAR DARBAR, for the PRODUCTION and PURCHASE of OPIUM,—1926.

The Darbar will arrange to place under poppy cultivation an area sufficient to produce yearly as nearly as possible (1) 145, (2) 580 and (3) 460 Government maunds of crude opium of consistency 70° (or an equivalent amount of crude opium of higher or lower consistency) and to deliver to Government the produce of the same.

NOTE 1.—Government will not take exception to the failure of the Darbar to produce the quantity specified above owing to causes beyond their control.

NOTE 2.—In the event of an appreciable diminution occurring in the demand for opium from the Ghazipur Factory the quantity of opium specified above may be reduced, by mutual agreement between Government and the Darbar, without prejudice to the remaining clauses of this Memorandum, which shall then remain in force as if no such reduction had occurred. It is understood however that there shall be no reduction in the quantity specified in this paragraph for any reason except a diminution in the total demand upon Government for Excise or Provision opium, and that no reduction will be made otherwise than after previous notice given to the Darbar not later than 1st April in the calendar year preceding that in which the reduction is to take effect.

2. The Darbar will use their best efforts to produce opium of such quality as is best suited to the requirements of the Ghazipur Factory and to prevent the production of opium that is not suited to the Factory requirements. With this object in view the cultivation will be confined entirely to (1) The Nimbahera pargana, (2) and (3) areas of the State other than the hilly tracts, and even within these limits the Darbar will eliminate such villages as produce opium unsuited for use by Government.

NOTE.—Opium ranging in colour from fawn to dark chestnut is best suited to Government requirements and that of a very dark colour, inclining to black, is unsuitable. Government reserve the right to reject or to accept at a lower rate any opium found so unsuitable.

The cultivators by whom the cultivation will be undertaken and the area within which it will be undertaken by each cultivator will, before sowings commence, be determined by the Darbar by means of licenses and the cultivators will be required to deliver the whole of the produce to the Darbar as soon as it is collected.

3. As early as possible in each year, and in any case not later than the 15th December the Darbar will intimate to the Agent to the Governor-General the area that they have arranged to place under poppy cultivation. By the 15th of January in each year they will inform him of the area actually cultivated and of its anticipated output. Thereafter they will keep the Agent to the Governor-General promptly informed of serious damage to the crop from hail, frost, blight or other causes.

4. The Darbar will take delivery of the opium from the cultivators, and will despatch it as early as possible and not later than the end of May in each year to the Ghazipur Factory by such routes as may from time to time be arranged with the Factory Superintendent, to whom at least a month's notice of the probable date of despatch of the first consignment for each season will be given

The opium will be placed in cloth bags, each of which will contain one maund of opium of, as far as possible, uniform consistency, and will be packed in an outer bag of gunny. A tin ticket bearing the name of the State and a serial number will be attached to each inner bag, and a wood label bearing a paper ticket giving details of the contents of the bag and the tare will be attached to each outer bag. Each bag will be sealed before despatch. The opium will be despatched in wagon loads comprising such quantities as may be arranged with the Factory Superintendent, each wagon being locked and run through to destination, and being accompanied by a peon or other person, who will be in possession of the keys of the wagon, so as to be able to open it should any accident necessitate it being opened in transit. On arrival at the Factory the bags and jars will be examined and if found intact, with seals in order, a receipt will be granted him by the Import officer in the same manner as is done for Government chalans. As each consignment of opium is despatched, invoices or challans, showing the number and weight of each bag and the estimated consistency of its contents, will be despatched to the Factory Superintendent, Ghazipur. The forms will be provided by Government. These invoices will be in duplicate, and one copy will be returned by the Factory Superintendent to the Darbar for record. The entries in the invoices will be made in maunds, seers and chitaks, Government standard weights being used.

5. The Darbar will cause all reasonable, and in particular, the following further precautions to be taken in connection with the despatch of opium :—

(*a*) Every wagon that is tendered by the Railway authorities for the carriage of opium will be examined before any opium is placed in it, and if it is of wood, or if it contains or has contained kerosine or other oils, molasses, coal-tar, assafœtida, or any other substance likely to damage the opium or to impair its flavour or aroma, the Railway authorities will be required to replace it.

(*b*) No opium will be placed in any bag that is not perfectly dry or that has in any way become contaminated with any substance likely to affect the quality, flavour or aroma of opium packed in it.

(*c*) In order to prevent leakage from the bags, all opium delivered by cultivators at consistency lower than 67° will, before being despatched, be exposed to the atmosphere until its consistency is not lower than 67°. With the same object bags will not be piled more than 2 deep in a wagon.

6. Doubtful opium should not be sent to the Ghazipur Factory.

Inferior opium, *i.e.*, opium containing an excess of water or passewa in admixture should be separately packed and despatched, on separate invoices and chalan registers, and marked " Inferior, "water mixed" / "passewa mixed" " as the case may be.

NOTE.—Passewa is a hygroscopic liquid that forms in opium when there is an excess of humidity in the atmosphere but can be easily separated by draining.

7. The opium will be assayed as soon as possible after its arrival at the Factory, and the weight, consistency and quality of the contents of each bag reported to the Darbar. For opium classed as "pure" payment will be made to the Darbar (at the Bombay, (2) and (3) or Indore / (1) Indore or Ajmer Treasury as may be preferred by the Darbar) at the rate of Rs. 13 per seer of consistency 70°, the price of opium of higher or lower consistency being proportionately increased or reduced (*i.e.*, the price paid for each seer will depend on the amount of pure dry opium contained in it, the weight of moisture or oil being neglected). Should the price paid to cultivators in the United Provinces at any time be increased or reduced, the price paid to the Darbar will be correspondingly increased or reduced with effect from the season in which the increase or reduction takes effect in the United Provinces, but such reduction in price will not be made otherwise than after previous notice given to the Darbar not later than August in the calendar year preceding that in which the reduction is to have effect. In addition, a premium of Re. 1 per seer at consistency 70° will be paid by Government for all opium that is delivered absolutely free from oil.

NOTE.—Following a similar reduction in purchase price in the United Provinces, the Government of India under condition 7 of this Agreement have decided to reduce the price of opium from Rs. 13 to Rs. 10 per seer of 70° consistency *plus* one rupee extra in case of oilless opium with effect from the season 1926-27.

8. This agreement is for the delivery of pure opium only. Accordingly all opium that contains adulterants may be returned to the Darbar and all opium that is so adulterated as to be entirely useless for Factory purposes will be so returned. Subject, however, to its quantity not being in excess of that which can conveniently be utilised by Government, opium which, although slightly adulterated, is capable of being used in the manufacture of excise opium will be paid for at a reduced price proportional to the amount of pure opium contained in it. Opium that is too impure for excise opium, but that is capable of being utilized for the extraction of alkaloids will, at the option of the Darbar, either be returned to the Darbar or (provided it does not cause the stock of opium fit only for the extraction of alkaloids to exceed requirements) paid for at a reduced price to be determined by the Factory Superintendent, whose decision on all questions regarding the quality, consistency or value of opium shall be final.

NOTE.—The stocks at the Factory of opium suitable only for alkaloids are at present largely in excess of requirements, and it is unlikely that the Factory will, for some time to come, be in a position to purchase opium of this class. Opium that is returned by the Factory as unfit for use will be returned at the Darbar's expense and risk.

9. (*a*) Similarly this agreement is for the supply of oilless opium only. Accordingly the Darbar will use their best endeavours to secure the delivery of opium free from oil, and Government reserve the right * to make a deduction not exceeding $\frac{1}{12}$ of the price of all opium containing an appreciable proportion of oil.

* In addition to deducting the weight of the oil in order to ascertain the amount of pure dry opium as provided by condition 7,

(*b*) No opium containing oil shall in any case be packed in the same bag as oilless opium, and bags of opium containing oil shall be kept apart from bags of oilless opium or of opium containing a smaller porportion of oil.

NOTE.—Opium should be classed as—

(*i*) opium that is absolutely free from oil,

(*ii*) (*iii*) (*iv*) (*&c.*) opium containing such percentages of oil as may from year to year be specified by the Excise Commissioner for Central India (in consultation with the Factory Superintendent) in respect of each class.

Opium of each of the foregoing classes will be packed in separate bags, and a different distinguishing mark will be placed on the bags containing each class.

Opium containing oil in such percentages as may from time to time be specified in each behalf by the Excise Commissioner for Central India will be packed in two cloth bags and one gunny bag.

10. All bags, seals, sealing wax and tickets required for use in the despatch of opium will be provided by Government, who will also pay the freight from the despatching station to Ghazipur on all opium purchased by them, and the fares to and from Ghazipur of peons accompanying consignments.

11. Subject to the foregoing conditions and to the proviso to this paragraph Government undertake to purchase the whole produce of the area mentioned in paragraph 3, whether it be more or less than the quantity mentioned in paragraph 1. But in the event of it being (otherwise than through seasonal vicissitudes not likely to be of yearly occurrence) considerably in excess of or less than the quantity mentioned in paragraph 1, the Darbar will, as far as lies in their power, adjust their cultivation for the following year in such manner as may be necessary in order to secure the necessary reduction or increase. (Except with the special previous sanction of Government it will not be permissible, either in the event of a shortage or otherwise, for the Darbar to purchase or acquire, for delivery to Government, opium produced otherwise than in accordance with condition 2 of this agreement).

Provided that in the event of the quantity of opium delivered by the Darbar in any year exceeding by more than 5 per cent. the quantity mentioned in paragraph 1, Government shall have the discretion, after giving due notice, to refuse in subsequent years to accept any deliveries in excess of the quantities mentioned in paragraph 1.

12. In the event of the Darbar desiring to make advances to cultivators Government will be prepared, if so desired, to pay to the Darbar on their request between the months of July and October in each year, a sum not exceeding ⅓rd of the price of the opium that they undertake to supply to Government and also not exceeding the amount which the Darbar intend to advance to their cultivators. Similarly Government will be prepared, if so desired, to pay to the Darbar by the 31st March in each year, a sum not exceeding ½ of the price of the opium that they undertake to supply to Government, less any sum already paid to the Darbar for the purpose of making advances to cultivators. Such payments will subsequently be deducted from the sum payable to the Darbar on account of the price of opium.

13. This agreement will have effect for five years from the season 1925-26 to the season 1929-30 inclusive. It may be previously determined either by the

Darbar or by Government by notice given not later than the 1st of January in any year, such notice having the effect of determining the agreement as soon as the produce of the crop then in the ground has been delivered and paid for.

14. The examination and assay of each consignment of opium will ordinarily commence within about three days of its arrival at the Factory and will ordinarily take between 5 and 10 days, but these periods may be exceeded when numerous consignments are being simultaneously received from different places. An official deputed by the Darbar will, if the Darbar so desire, be permitted to be present at the examination of the opium supplied by the Darbar. He will also be instructed in the process of assay, and will be permitted to visit the laboratory from time to time, in the company of the Factory Superintendent, while the produce of the State is under assay. (The conditions under which laboratory work is necessarily conducted preclude his being given unrestricted access to the laboratory).

The Darbar official, if any, deputed for this purpose, should arrange to reach the Factory at the same time as the first consignment, and to remain until the examination of the last consignment is complete. In no case can the examination of opium be postponed owing to his absence.

15. The Darbar further agree to adopt the "Scheme for the appointment and maintenance of a Joint Opium Officer" hereto attached, and in consideration of their doing so, the Government of India agree—

(*i*) that in the event of the termination of the arrangements for the production of opium between Government and any State participating in the said scheme, the Darbar will at once be informed and shall be at liberty to determine this agreement and to withdraw from the said scheme, by notice delivered to the Political Agent within two months of the delivery to them of such information. Such determination and withdrawal shall take effect—

(*a*) from the 1st of July next following the date of the delivery of the notice to the Political Agent, if such delivery take place between the 1st October in any year and the 30th June in the following year,

(*b*) from the 1st of October next following the date of such delivery if such delivery take place between the 1st July and the 30th September in any year;

(*ii*) that the peon or other person, required by condition 4 of this memorandum to accompany opium while in transit by rail, shall be provided by Government, and that on the opium being loaded in the railway wagon in his presence and made over to him by the Joint Opium Officer at the despatching station and his acknowledgment of the same taken, Government shall bear all losses occurring during the transit of opium by rail, caused by—

(*a*) actual loss of the whole or part of a consignment,

(*b*) injury to a consignment *demonstrably* occurring during such transit (*e.g.*, by fire or water).

In such cases payment for the opium thus lost or injured shall be made by Government to the Darbar on the basis of the weight, quality and consistency of the opium, as recorded in the challan despatched to the Ghazipur Factory in pursuance of condition 4.

NOTE.—If so desired by the Opium Agent, the weighment and packing of the opium shall also be effected in the presence of the peon or other person who is to accompany it.

No. XVI.

RAJ RANA MUDUN SING having agreed to relinquish the administration of the affairs of the KOTAH principality guaranteed by the Supplementary Article of the Treaty of Delhi to RAJ RANA ZALIM SING, his heirs and successors, the present Treaty is formed between the BRITISH GOVERNMENT and RAJ RANA MUDUN SING aforesaid,—1838.

ARTICLE 1.

The supplementary Article of the Treaty of Delhi, bearing date the 20th of February 1818, between Maha Rao Omeid Sing Bahadoor, the Rajah of Kotah, and the British Government, is hereby repealed.

ARTICLE 2.

The British Government agree with the consent previously obtained from Maha Rao Ram Sing of Kotah to grant to Raj Rana Mudun Sing, his heirs, and successors (being the descendants of Raj Rana Zalim Sing) according to the custom of succession obtaining in Rajwara, a separate principality to be formed out of the Kotah State, and consisting of the pergunnahs specified in the annexed Schedule.

ARTICLE 3.

The British Government will confer appropriate titles upon the Raj Rana, his heirs and successors.

ARTICLE 4.

There shall be perpetual friendship, alliance, and unity of interests between the British Government on the one hand, and Raj Rana Mudun Sing, his heirs and successors, on the other.

ARTICLE 5.

The British Government engages to take Raj Rana Mudun Sing's principality under its protection.

ARTICLE 6.

The Raj Rana, his heirs and successors, will always act in subordinate co-operation with the British Government, acknowledging its supremacy, and engaging not to have any connection with the Chiefs of other States, in disputes with which they agree to abide by the decision of the British Government.

ARTICLE 7.

The Raj Rana and his heirs and successors will not enter into negociations with any Chief or State without the sanction of the British Government, but their customary amicable correspondence with friends and relatives shall be continued.

ARTICLE 8.

The troops of the principality of Raj Rana Mudun Sing, according to its means, will be furnished at the requisition of the British Government.

ARTICLE 9.

The Raj Rana and his heirs and successors shall remain absolute rulers of the country, and the civil and criminal jurisdiction of the British Government shall not be introduced into the principality.

ARTICLE 10.

The Raj Rana, his heirs and successors, will fulfil the pecuniary obligations involved in the present arrangements of separation and transfer by assignments on land agreeably to the appended Schedule, and abide by the decision of the British Government in all minor points arising out of the said separation.

ARTICLE 11.

The Raj Rana, his heirs and successors, will pay as tribute to the British Government the yearly sum of eighty thousand Company's Rupees, by two half-yearly instalments of Rupees 40,000 each, *viz.*, the "Khureef" on Mittee Poosoodee Poorun Mashee, and the "Rubbee" on Mittee Jaet Soodee Poorun Mashee, commencing with the Khureef instalment of Sumbut 1895.

ARTICLE 12.

This Treaty of twelve Articles having been concluded at Kotah and signed and sealed by Captain John Ludlow, Officiating Political Agent, and Lieutenant-Colonel Nathaniel Alves, Agent to the Governor-General for the States of Rajpootana, on the one part, and Raj Rana Mudun Sing on the other, the ratification of the same by the Right Honourable the Governor-General of India shall be exchanged within two months from this date.

Done at Kotah, this 8th day of April 1838.

J. LUDLOW,

Offg. Political Agent.

N. ALVES,

Agent, Governor-General.

Schedule appended to the Treaty of Pergunnahs set apart to constitute a separate principality for Raj Rana Mudun Sing Bahadoor, his heirs and successors, under the designation of Jhallawar.

Chechut.
Sukait.
The Choumuhla, comprising—
Puchpuhar.
Ahore.
Dig, and
Gungrar.
Jhalra Patun, commonly called Oormal.
Reenchwa.
Bukanee.
Delunpoor.
Kotrah Bhalta.
Surerah.
Rutlaee.
Munohur Thanah.
Phool Burode.
Chuchoornee.
Kakoornee.
Cheepa Burode.
The portion of Shergurh, beyond or east of the Purwun or Newaj, and Shahabad.

It is to be distinctly understood that Nirput Sing will remove from the territory of Jhallawar into that of the Maha Rao and that his lands lapse to the Raj Rana.

Dated Kotah, 10th April 1838.

J. LUDLOW,
Offg. Political Agent.

N. ALVES,
Agent, Governor-General.

Seal of MAHA RAO RAM SING.

Schedule of debts to be liquidated by Raj Rana Mudun Sing, his heirs and successors, agreeably to the 10th Article of the accompanying Treaty.

DEBTS.

To Mungnee Ram Zorawur Mull	61,447	13	3
To Ranjee Dass Tunsook Dass	4,43,821	3	6
To Mohun Ram Rukul Dass	2,67,839	7	0

Raj Rana Mudun Sing agrees to pay on account of the above debts within seven days after installation in his new principality the sum of three lakhs twenty-six thousand one hundred and thirty-seven Rupees seven annas and nine pies (Rupees 3,26,137-7-9), and subsequently within four years, by half-yearly instalments, the balance amounting to eleven lakhs forty-five thousand two hundred and seventeen Rupees (Rupees 11,45,217), in which is included interest at 8 per cent. per mensem, or at each fusul as stated below and to liquidate the entire amount within a period of four years, failing in which the British Government will have it at their option to arrange for the payment of the debts by setting apart a portion of the country of Jhallawar for that purpose, the first instalment

to be paid in the month Kartik Soodee Poorun Mashee, Sumbut 1895, and the second instalment in the month Bysak Soodee Poorun Mashee, Sumbut 1896.

Amount of instalments (interest included) to be paid as follows:

1st Instalment	1,50,000
2nd "	1,50,000
3rd "	1,50,000
4th "	1,50,000
5th "	1,50,000
6th "	1,50,000
7th "	1,50,000
8th "	95,217

Kotah, 8th April 1838.

J. LUDLOW,
Offg. Political Agent.

N. ALVES,
Agent, Governor-General.

RAJ RANA MUDUN SING.

No. XVII.

EXTRADITION TREATY between the BRITISH GOVERNMENT and HIS HIGHNESS PIRTHEE SINGH BAHADOOR, MAHARAJ RANA of JHALLAWAR, his heirs and successors, executed on the one part by CAPTAIN ARTHUR NEIL BRUCE, POLITICAL AGENT, HARAOTEE, under authority from COLONEL WILLIAM FREDERIC EDEN, AGENT to the GOVERNOR-GENERAL for the STATES of RAJPOOTANA, in virtue of the full powers vested in him by HIS EXCELLENCY the RIGHT HON'BLE SIR JOHN LAIRD MAIR LAWRENCE, BARONET, G.C.B., and G.C.S.I., VICEROY and GOVERNOR-GENERAL of INDIA, and on the other part by SAHAI HURUK CHUND, in virtue of the full powers conferred on him by MAHARAJ RANA PIRTHEE SINGH BAHADOOR, aforesaid,—1868.

ARTICLE 1.

That any person, whether a British or Foreign subject, committing a heinous offence in British territory and seeking shelter within the limits of the Jhallawar State, shall be apprehended and delivered up by the latter Government to the former on requisition in the usual manner.

ARTICLE 2.

That any person, being a subject of Jhallawar, committing a heinous offence within the limits of the Jhallawar State and seeking asylum in British territory,

will be apprehended and delivered up by the latter Government to the former on requisition in the usual manner.

ARTICLE 3.

That any person other than a Jhallawar subject, committing a heinous offence within the limits of the Jhallawar State and seeking asylum in British territory, will be apprehended, and the case investigated by such Court as the British Government may direct. As a general rule such cases will be tried by the Court of the Political Officer in whom the political supervision of Jhallawar may at the time be vested.

ARTICLE 4.

That in no case shall either Government be bound to surrender any person accused of a heinous offence except upon requisition duly made by, or by the authority of, the Government within whose territories the offence shall be charged to have been committed; and also upon such evidence of criminality as, according to the laws of the country in which the person accused shall be found, would justify his apprehension and sustain the charge if the offence had been there committed.

ARTICLE 5.

That the following offences be deemed as coming within the category of heinous offences:—

1. Murder.
2. Attempt at murder.
3. Culpable homicide under aggravating circumstances.
4. Thuggee.
5. Poisoning.
6. Rape.
7. Causing grievous hurt.
8. Child-stealing.
9. Selling females.
10. Dacoitee.
11. Robbery.
12. Burglary.
13. Cattle-theft.
14. Arson.
15. Forgery.
16. Counterfeiting coin, or uttering base coin.
17. Criminal breach of trust.
18. Criminal misappropriation of property.
19. Abetting the above offences.

ARTICLE 6.

The expenses of any apprehension, detention, or surrender, made in virtue of the foregoing stipulations, shall be borne and defrayed by the Government making the requisition.

ARTICLE 7.

The above Treaty shall continue in force until either of the high contracting parties shall give notice to the other of its wish to terminate it.

ARTICLE 8.

Nothing herein contained shall be deemed to affect any Treaty now existing between the high contracting parties, except so far as any Treaty may be repugnant thereto.

Done at Jhalra Patun, this 28th day of March 1868.

A. N. BRUCE,
Political Agent.

Treaty ratified by His Excellency the Viceroy and Governor-General of India at Calcutta, on the 28th day of April 1868.

No. XVIII.

JHALAWAR SALT AGREEMENT, dated the 14th September 1881.

RATIFIED THE 8TH APRIL 1882.

ARTICLE 1.

His Highness the Maharaj Rana agrees to suppress and absolutely prohibit and prevent the manufacture of salt within any part of the Jhallawar State, whether overtly or under the guise of manufacturing saltpetre or other saline product, and to destroy and erase existing salt-works, if any, so that salt cannot there be made.

ARTICLE 2.

No tax, toll, transit duty or due of any kind whatever shall be levied on salt whether exported from, or imported into, or carried through, the Jhallawar State.

ARTICLE 3.

His Highness the Maharaj Rana agrees to prohibit the importation into, or consumption within, the Jhallawar State of any salt whatever other than salt upon which duty has been levied by the British Government.

ARTICLE 4.

In consideration of the effective observance by His Highness the Maharaj Rana of Jhallawar of the stipulations in this Agreement the British Government agree to pay to His Highness the Maharaj Rana of Jhallawar, in lieu of import, export, transit and every other charge on salt, the sum of Rs. 7,000 (seven thousand) annually.

ARTICLE 5.

The losses to the Jagirdars (named in Schedule A) consequent on the abolition of the aforesaid duties having been considered in concert by the British Gov-

ernment and His Highness the Maharaj Rana of Jhallawar the British Government agree to pay to His Highness the sum of Rs. 250 (two hundred and fifty) annually for distribution to the Jagirdars in accordance with Schedule A.

ARTICLE 6.

None of the stipulations set forth in this Agreement shall be modified or annulled without the previous consent of both the contracting parties.

ARTICLE 7.

Nothing herein contained shall be deemed to affect any Treaty now existing between the British Government and the Maharaj Rana of Jhallawar, except in so far as its provisions may be repugnant thereto.

ARTICLE 8.

This Agreement is considered to have come into force on the 1st October 1881.

SCHEDULE A.

Showing the names and amounts of compensation each Jagirdar is entitled to receive in the Jhallawar State in lieu of Salt Duty.

No.	Name of Jagirdars.	Amount of annual compensation. Rs.	A.	P.	REMARKS.
1	Thakur Bijey Singh of Sarthal	115	0	0	
2	Raoji of Kundla	55	0	0	
3	Thakur Guman Singh of Bamori	28	0	0	
4	" Sultan Singh of Ametha	22	0	0	
5	Patell of Kirpapur	21	0	0	
6	Thakur Zore Singh	5	0	0	
7	" Joogul Singh	4	0	0	
	TOTAL	250	0	0	

H. B. ABBOTT, *Major,*
Political Supdt., Jhallawar.

THAKUR BIJEY SINGH.
APJI NIRPUT SINGH.
DHABAI BUXU RAM.
DHABAI SHEO BUX.

No. XIX.

AGREEMENT supplementary to the TREATY OF 1868 regarding EXTRADITION, —1887.

Whereas a Treaty relating to the extradition of offenders was concluded on the 28th April 1868 between the British Government and the Jhallawar State: And whereas the procedure prescribed by the Treaty for the extradition of offenders from British India to the Jhallawar State has been found by experience to be less simple and effective than the procedure prescribed by the law as to the extradition of offenders in force in British India: It is hereby agreed between the British Government and the Jhallawar State that the provisions of the Treaty prescribing a procedure for the extradition of offenders shall no longer apply to cases of extradition from British India to the Jhallawar State; but that the procedure prescribed by the law as to the extradition of offenders for the time being in force in British India shall be followed in every such case.

Signed at Jhalra Patan this sixteenth day of July in the year A.D. one thousand eight hundred and eighty-seven.

BOHRA NATHU LALL.
On behalf of the Maharaj Rana
of Jhallawar, Rajputana.

DATED JHALRA PATAN,
The 16th July 1887.

H. B. ABBOTT, *Lieut.-Col.*,
Political Agent in Jhallawar.

DUFFERIN,
Viceroy and Governor-General of India.

This Agreement was approved and confirmed by His Excellency the Viceroy and Governor-General of India at Fort William on the twenty-eighth day of March A.D. one thousand eight hundred and eighty-eight.

H. M. DURAND,
Secretary to the Government of India,
Foreign Department.

No. XX.

SANAD GRANTED by the BRITISH GOVERNMENT to BHOWANI SINGH, son of THAKUR CHATAR SAL of FATHPUR, on his accession to the *gaddi* of the reconstituted CHIEFSHIP of JHALAWAR,—1899.

Whereas by a treaty, dated the 8th April 1838, the British Government granted certain territories to Raj Rana Madan Singh, his heirs, and successors, being the descendants of Raj Rana Zalim Singh, according to the custom of succession obtaining in Rajwara; and whereas the line of the said Raj Rana Zalim Singh became extinct on the deposition of Maharaj Rana Zalim Singh; and whereas

the said territories being now at the disposal of the Crown, Her Majesty the Queen, Empress of India, taking into consideration the intentions of the framers of the said treaty, has been graciously pleased to restore to His Highness Umed Singh, Maharao of Kotah, a portion of the said territories equal to the share thereof originally contributed by the Kotah State; and whereas, as an act of clemency and a proof of the desire of the British Government to maintain the existing political system of India, Her Majesty has assented that the remainder of the said territories shall be replaced under Native Rule, and further shall, in memory of the services rendered by the said Raj Rana Zalim Singh, be reconstituted as a State under the suzerainty of Her Majesty and granted in that condition to a member of the said Raj Rana Zalim Singh's family; and whereas it is expedient to define the conditions subject to which the said State is granted; It is hereby declared as follows:—

1. You, Bhowani Singh, son of Thakur Chatar Sal of Fathpur, have been selected as Chief of the State of Jhalawar consisting of the pargannahs specified in the first schedule hereto annexed, and you are hereby granted the title of Raj Rana and a salute of eleven guns.

2. The Chiefship of the Jhalawar State, the right to administer the said State and the said title and salute will be hereditary in your family, and will be continued to your lineal descendants, by blood or adoption, according to the custom of succession recognised in Rajputana, provided that in each case the succession is approved by the Government of India.

3. The administration of the said State shall be conducted subject to such degree of supervision and political control, exercised in such manner, as the Governor-General in Council may from time to time determine.

4. An annual tribute of thirty thousand rupees (Rs. 30,000) in British Indian currency shall be paid by you and your successors to the British Government on the 1st of April in each year on account of the twelve months then commencing.

5. Every process of any British Court, civil or criminal, in India shall be executed in the Jhalawar State as if it were a process of a court in the said State.

6. The coins of the Government of India shall be a legal tender in the Jhalawar State, in the cases, in which payment made in such coins would, under the law for the time being in force, be a legal tender in British India, and the State shall not undertake separate coinage.

7. No salt shall be manufactured in the Jhalawar State, either overtly or under the guise of manufacturing saltpetre or saline products. No salt, other than salt upon which duty has been levied by the British Government, shall be imported into, or consumed within, the State. No tax, toll or due of any kind shall be levied on salt imported into or exported from the State. In consideration of the fact that the Government of India formerly paid to the Maharaj Rana of Jhalawar an annual sum in lieu of import, export, transit and every other charge on salt, as well as an annual sum for distribution to the Jagirdars named in the second schedule hereto annexed and their successors, the sum of two thousand five hundred rupees (Rs. 2,500) shall be paid annually to His Highness the Raj Rana of Jhalawar, who will distribute the annual payments which are exhibited in the said schedule.

8. The Raj Rana of Jhalawar shall comply with the wishes of the Government of India in all matters connected with the suppression of illicit traffic in opium.

9. No transit duty of any kind shall be levied within the State.

The permanence of the grant conveyed by this Sanad will depend upon the ready fulfilment by you and your successors of the conditions which will be communicated to you herewith, and of all orders which may be given by the British Government with regard to the administration of your territories, the composition of the armed forces of the State and any other matters in which the British Government may be pleased to intervene. Be assured that, so long as your house is loyal to the Crown and faithful to the conditions of this Sanad, you and your successors will enjoy the favour and protection of the British Government.

FORT WILLIAM, CURZON OF KEDLESTON,

The 30th January 1899. *Viceroy and Governor-General of India.*

The First Schedule.

The Chau Mahla, comprising Pachpahar, Awar, Dig and Gangdhar.

Jhalrapatan, including the town of Jhalrapatan and the Chaoni.

Suket to the south of, but including, the villages of Panchakheri, Kaliakheri, Gobindpura, Runji and Bhilwari.

The Second Schedule.

Name of Jagirdar.	Amount of annual payment.		
	Rs.	A.	P.
Thakur Bijey Singh of Sarthal	115	0	0
Raoji of Kundla	55	0	0
Thakur Guman Singh of Bamori	28	0	0
" Sultan Singh of Ametha	22	0	0
Patel of Kirpapur	21	0	0
Thakur Zore Singh	5	0	0
" Jugal Singh.	4	0	0
TOTAL	250	0	0

No. XXI.

SANAD granted to HIS HIGHNESS RAJ-RANA SIR BHAWANI SINGH BAHADUR, K.C.S.I., RAJ-RANA of JHALAWAR,—1918.

I hereby confer upon Your Highness the title of MAHARAJ-RANA as an hereditary distinction for your services in connection with the war.

DELHI;
The 1st January 1918.

CHELMSFORD,
Viceroy and Governor-General of India.

No. XXII.

TRANSLATION of a SUNNUD continuing PERGUNNAH PHOOLEA to RAJAH JUGGUT SING JEO, Chief of Shahpoora, dated 27th June 1848.

Whereas the question of fixing the tribute of Pergannah Phoolea, payable by the Chief of Shahpoora, has been under the consideration of the British Officers for a long time, and from the enquiries which have now been made, it appears that at first Pergunnah Phoolea was granted in jaghire by Aurungzeb Alumgeer, King of Delhi, to Rajah Soojan Singh Jeo, the founder of the family of the Chief of Shahpoora; and from that period to the present day the Pergunnah has been in the possession and enjoyment of the descendants of the said Rajah, and Rajah Juggut Sing Jeo, son of the late Rajah Madho Sing Jeo, holds it now as a right of succession to his father: Therefore the Government, with reference to the foregoing circumstances, has decided that Pergunnah Phoolea shall as before remain in the possession of Rajah Juggut Sing Jeo and his heirs, and has fixed a sum of ten thousand Company's Rupees as its annual tribute, which should be paid annually by the Chief of Shahpoora to the Government. As it is the wish of the British Officers to lay down certain stipulations with regard to the administration of the affairs of the Illaqa, it has been deemed proper to insert in this Sunnud the following conditions, for future observance, *viz.* :—

1st.—That if at any time the customs duties, etc., be abolished in the District of Ajmere, and if the Government wish that the customs duties should also be abolished in Pergunnah Phoolea, the Chief of Shahpoora shall cease to collect any customs duties in that Pergunnah, and in this case the sum of ten thousand rupees, which has been fixed as annual tribute to Government, shall be reduced to two thousand rupees only. If the customs duties shall not be abolished entirely, but only a portion thereof cease to be levied, the annual revenue now fixed shall be reduced in proportion to the loss which may be found to be entailed upon the Chief by the abolition of the duties. It will likewise be understood that the amount which the Government will take as its revenue shall, on no account, be less that two thousand rupees.

2nd.—That all the rules and regulations which are now existing in respect to the civil and criminal cases shall remain in force. but in a criminal case no one

shall be liable to punishment which may be deemed unjust and against the established rules, such as is sometimes inflicted in Native States. All cases of heinous crime, involving the punishment of death, or imprisonment for life, shall be reported to the Agent and Commissioner of Ajmere, and disposed of in accordance with his advice.

3rd.—That the rights, which the brothers and sons of the Chief, or others, are in the enjoyment of, shall be respected and continued to them, but it is proper for them all to present peshkush, or to render service, etc., as they may, agreeably to the custom of Pergunnah Shahpoora, be required to do, and in no respect to fail in performing the same.

4th.—That should at any time the affairs of Pergunnah Phoolea be found mismanaged the Government shall draw the attention of the Chief of Shahpoora to that circumstance, and direct him to adopt proper measures for the better management thereof. Thereafter the Government shall, if it be necessary, make such arrangements as may be deemed proper, either through the Chief or without him.

5th.—That the Chief of Shahpoora shall, without any excuse on account of calamities, failure of crop, etc., pay by two equal instalments, into the Treasury of Government, the sum of ten thousand Company's Rupees per annum, fixed as above, *viz.*, five thousand rupees in the month of Ughan, and five thousand rupees in the month of Bysakh. The Rajah of Shahpoora, considering this document as a Sunnud for the perpetual grant of Pergunnah Phoolea, should be under obligation to Government. He shall deem the above-mentioned conditions as binding on him, and continue to abide by them.

No. XXIII.

Shahpoora Salt Agreement, dated the 16th March 1882.

Ratified the 22nd August 1882.

Article 1.

The Raja Dhiraj of Shahpoora agrees to suppress and absolutely prohibit and prevent the manufacture of salt within any part of the Shahpoora State, whether overtly or under the guise of manufacturing saltpetre or other saline product, and to destroy and erase existing salt-works, if any, so that salt cannot there be made. Provided that nothing in this Article shall be held to prohibit the *bonâ fide* manufacture of saltpetre at the works mentioned in Schedule attached now existing within the Shahpoora State, or the opening at any time, with the previous knowledge of the Political Agent, of such new saltpetre works as the Raja Dhiraj of Shahpoora may consider necessary.

ARTICLE 2.

No tax, toll, transit duty, or due of any kind whatever shall be levied on salt, whether exported from, or imported into, or sold in, or carried through, the Shahpoora State.

ARTICLE 3.

The Raja Dhiraj of Shahpoora agrees to prohibit the importation into, or consumption within, the Shahpoora State of any salt whatever, other than salt upon which duty has been levied by the British Government.

ARTICLE 4.

In consideration of the effective observance by the Raja Dhiraj of Shahpoora of the stipulations in this Agreement the British Government agree to pay to the Raja Dhiraj of Shahpoora, in lieu of import, export, transit and every other charge on salt, the sum of rupees three thousand annually, and as compensation for the suppression of all the Khari salt-works in the State the sum of rupees two thousand annually.

ARTICLE 5.

None of the stipulations set forth in this Agreement shall be modified or annulled without the previous consent of both the contracting parties.

ARTICLE 6.

Nothing herein contained shall be deemed to affect any treaty now existing between the British Government and the Raja Dhiraj of Shahpoora, except in so far as the provisions may be repugnant thereto.

ARTICLE 7.

This Agreement is considered to have come into force on the 1st October 1881.

List of existing Saltpetre Works in the Shahpoora State.

Villages.	Number of Works.
Shahpoora	2
Kanichan-bara	2
Kanichan-chota	1
Qadishaina	1

RAJA DHIRAJ NAHAR SINGH,
OF SHAHPOORA.

W. J. W. MUIR, *Major*,
Political Agent, Harowtee and Tonk.

No. XXIV.

SANAD granted to RAJADHIRAJA SIR NAHAR SINGHJI, K.C.I.E., RAJA of SHAHPOORA,—1926.

Whereas in accordance with past practice based on the second clause of the Sunnud granted to the Ruler of Shahpoora in 1848, all cases of heinous crime, involving the sentence of death or imprisonment for life, have been reported to the Honourable the Agent to the Governor-General in Rajputana and disposed of in accordance with his advice,

And whereas His Excellency the Viceroy and Governor-General, having regard to the status and position of the Shahpoora State, has decided to remove this restriction on the powers of the Ruler,

Subject to the condition that every person sentenced to death or imprisonment for life by or under the authority of the Ruler of the said State shall have the right, and be given every facility, to submit a petition for mercy to the Agent to the Governor-General in Rajputana, and that, when any such petition shall have been presented for transmission to the Agent to the Governor-General, the execution of the sentence (if it be a sentence of death) shall be stayed pending the decision of the Agent to the Governor-General, and that the Ruler of the said State shall carry out any advice received by him from the Agent to the Governor-General touching the said petition,

Subject further to the condition that the restriction may be reimposed at any time, should such reimposition be desirable in the opinion of His Excellency the Viceroy and Governor-General,

Now therefore this Sunnud is granted in token of the removal of the existing restriction subject to the conditions aforesaid.

IRWIN,

Viceroy and Governor-General of India.

SIMLA;

The 7th July 1926.

V.—RAJPUTANA AGENCY*.

The Agent to the Governor-General is directly in charge of this Agency, the headquarters of which are at Mount Abu.

(1) Bikaner.

The ruling family of Bikaner belongs to the Rathor clan of Rajputs. The origin of the family is traced to Maharaja Jai Chand of Kanauj, whose grandson (or nephew) Rao Siaji came to Pali in Marwar in 1211. Jodhpur was founded by his descendent Rao Jodhaji, whose sixth son, Rao Bikaji, founded the State of Bikaner in 1465. After consolidating his power he conquered Bagor from the Bhattis of Jaisalmer, and founded the city of Bikaner in 1488. He died in 1504. Rai Singh, the sixth ruler, succeeded in 1571, and in his time began the connection of Bikaner with the Delhi Emperors. Rai Singh became a leader of horse in Akbar's service and received a grant of 52 parganas including Hansi and Hissar, and also the title of Raja. Raja Karan Singh, the ninth ruler, who succeeded in 1631, and his sons Padam Singh and Kesri Singh, rendered great services to the Emperor Aurangzeb and received a grant of land in the Deccan. Raja Anup Singh, the tenth ruler, also rendered important services to the Delhi Emperors and received the title of Maharaja.

The first Treaty (No. I) between the British Government and Bikaner was concluded in 1818 with Surat Singh, who had succeeded in 1801. He had applied for the protection of the British Government in 1808 when his territories were invaded by a force from Jodhpur and other States, but interference on the part of the British Government was contrary to the policy which then prevailed, of withdrawing from all connection with the Ruling Princes to the west of the Jumna. Bikaner, however, was embraced in the general scheme of alliances formed at the beginning of the Pindari war. The Maharaja was bound by the Treaty of 1818 to subordinate co-operation, and the British Government engaged to protect his territories and to reduce his rebellious subjects to obedience. No tribute was exacted; the Bikaner State had paid none to the Mahrattas.

Surat Singh died in 1828 and was succeeded by his son Ratan Singh. The chief discussions with Bikaner had been regarding disputed boundaries; but in 1829 the Maharaja, in violation of his treaty engagements, invaded Jaisalmer to avenge some injuries committed by Jaisalmer subjects. Jaisalmer prepared an army to repel the invasion, and both parties had applied to neighbouring States for assistance when the British Government interfered and, through the arbitration of the Maharana of Mewar, the dispute was settled, both parties making reparation for the

* With effect from the 15th June 1931 the State of Alwar was transferred to this Agency from the Eastern Rajputana States Agency.

injuries done. In 1830 preparations were made by the Resident at Delhi to send a force to Bikaner to assist the Ruler in reducing some rebellious nobles. The Resident acted under a misapprehension of the tenor of the 6th and 7th Articles of the Treaty of 1818, regarding the claims of the State upon the British Government for assistance. These Articles referred to temporary circumstances and effect was given to their provisions at the time. They gave the Ruler of Bikaner no right to call on the British Government for military aid against his disaffected subjects at any future period. Government were of opinion that the case was not one in which they were called on to interfere, and reminded the Resident that military aid should never be given to Indian States for the suppression of internal disturbances except under the specific authority of Government.

In 1844 the Bikaner State agreed to a scale of duties on goods passing by the route of Sirsa and Bahawalpur through Bikaner. The transit trade of Bikaner was at one time considerable. The principal route from Kabul to India lay through Bikaner, and one of the chief advantages secured by the Treaty of 1818 was the protection of trade on that route.

Ratan Singh died in 1851 and was succeeded by his son Sardar Singh. He did good service during the mutiny, both by sheltering European fugitives and by co-operating against the rebels in the districts of Hansi and Hissar. As a reward for these services he received in 1861 the grant (No. II) of forty-one villages, which some years before had been declared to belong to the Sirsa district and were of the annual value of Rs. 14,291. In consequence of complaints by the inhabitants of the transferred villages, the Maharaja was required in 1868 to abstain from interference with the rights secured to them under a twenty years' settlement which had been made with the British Government in 1856. In 1869 the Maharaja signified his intention to exempt these villages from all but the usual customs duties; to uphold the Government settlement; and, in compensation for the losses sustained by the villagers during the seven years which had elapsed since the transfer of the lands to his State, to continue the settlement for seven years beyond the date of its expiry. Sanads were accordingly issued by the Maharaja to the villagers and corresponding agreements were taken from them. For an example of each, see Appendix No. II.

In consequence of outrages committed from Bikaner on subjects of Jodhpur, the Ruler of Bikaner was in 1861 reminded of his treaty obligations.

In 1862 the Ruler of Bikaner received a Sanad of Adoption (*see* Part I, No. VIII): and in 1867 was granted a permanent salute of 17 guns.

During the first years of Maharaja Sardar Singh's rule the State had been administered with integrity and ability by the Minister, Ram Lal.

On his removal from office the affairs of the State fell into confusion; a large amount of debt was incurred; and the exactions of the Maharaja, in his anxiety to increase the revenue, gave rise to much discontent. This rose to such a pitch that in 1871 some of the Thakurs left Bikaner and took refuge at Sirsa in British territory. A British officer was deputed to Bikaner to enquire into the state of affairs, adjust the differences between the Maharaja and his nobles, and endeavour to introduce some reforms which the exertions of the Minister, Pandit Manphul, were powerless to effect. The Maharaja promised to reduce his expenses; laid down a scale for regulating the State expenditure; and appointed a Council to assist Pandit Manphul in the management of affairs. These promises were not fulfilled and the misgovernment of the State continued.

In 1869 an Extradition Treaty (No. III) was concluded with Bikaner.

Sardar Singh died in 1872 without issue. His widow and the principal persons of the State selected as his successor Dungar Singh, a descendant of Chhatar Singh, brother of Maharaja Surat Singh. The choice was allowed and confirmed by the British Government, and Dungar Singh was installed as Ruler of Bikaner. He was entrusted with the management of his State, which had been temporarily administered by a British Officer assisted by the Council, in 1873. Maladministration and the discontent of the Thakurs did not, however, cease with the accession of Dungar Singh, and it became necessary to impress upon him the necessity of carrying out the reforms promised by his predecessor.

This and other repeated warnings had a salutary effect for a time only. Gradually the affairs of the State relapsed into confusion until in 1883 an attempt to raise the "rekh," or money payment taken from the Thakurs in commutation for service, brought matters to a crisis. Most of the nobles rose in open rebellion: and, though a British officer was deputed to enquire into and effect a settlement of their differences, the Thakurs refused to come to any amicable agreement. It became necessary at length to support the authority of the Ruler by marching a small British force into the country, when the Thakurs quietly submitted. A resident Political Agent was appointed to Bikaner, and the Maharaja was required to conform to certain conditions so as to ensure to the Political Officer the power of removing abuses and of controlling the administration.

In 1879 an Agreement (No. IV) was entered into with the Darbar for the suppression of the manufacture of salt within the State, except at two works the annual outturn of which was to be limited to 30,000 maunds; for the prevention of the import and export of any but British duty-paid salt; for the abolition of transit duty on British salt; and for the prohibition of the export of bhang, ganja, spirits, opium or other intoxicating drugs or preparations. In return the British Government agreed to

pay the Maharaja Rs. 6,000 a year, and to supply to the State 20,000 maunds of salt a year from the salt works at Phalodi and Didwana, at a price not exceeding eight annas a maund.

In 1887 the Extradition Treaty of 1869 was modified by an Agreement (No. V) providing that, in the extradition of offenders from British India to Bikaner, the procedure for the time being in force in British India should be followed.

Dungar Singh died without issue on the 19th August 1887, having previously adopted his only brother the present Maharaja Ganga Singh, born on the 3rd October 1880. The adoption was confirmed by the British Government, and the State was administered during the minority by a Regency Council under the presidency of the Political Agent.

In 1889 an Agreement (No. VI) was concluded with the Darbar for the construction of a railway between Jodhpur and Bikaner at the joint expense of the two States.

In 1893 an Agreement (No. VII) was entered into between the Government of India and the Bikaner Darbar, under the Native Coinage Act of 1876, for the supply to the State from a British Mint of silver coins bearing on one side the name of the Maharaja; the Maharaja undertaking to abstain from coining silver and copper in his own mints for a period of 30 years.

Maharaja Ganga Singh was invested with full ruling powers on the 16th December 1898.

In 1899 the Government of India entered into an Agreement (No. VIII) with the Maharaja for the effective control and discipline of the Imperial Service Troops maintained by the State, when serving beyond its frontier.

In 1899 the Maharaja ceded (No. IX) full and exclusive jurisdiction of every kind over the lands in the Bikaner State which were, or thereafter might be, occupied by the Jodhpur-Bikaner and Bikaner-Bhatinda Railway systems: and in 1900 similar jurisdiction was ceded (No. X) as regards the Southern Punjab Railway.

In 1900 an Agreement (*see* Part III, No. XXIII) was made between the Government of India and the States of Jodhpur and Bikaner, for the construction and working of a metre gauge railway from Balotra to Hyderabad (Sind).

In 1900 the Bikaner Imperial Service Camel Corps served as infantry in the China Expedition, Maharaja Ganga Singh serving personally in command of them. In 1903 the Imperial Service Camel Corps served with the Somali Field Force.

In 1903 the Darbar agreed to the introduction in the State of the postal unity scheme.

In 1905 four villages, Karampura, Padampura, Kesrisinghpura and Kokanwari, were made over by the Darbar to the Government of India, in connection with the extension of the Aurangabad Cantonment, in exchange for the villages of Rattakhera and Babalwas in the Hissar District of the Punjab and a sum of Rs. 25,000.

In 1912 and 1913 two Contracts (*see* Part III, Nos. XXVII and XXVIII) were executed between the Secretary of State and the Maharajas of Jodhpur and Bikaner, for the working by the Jodhpur-Bikaner Railway of the branches of the Sind Light Railway from Mirpur Khas to Jhudo and Khadro.

In 1913 the Salt Agreement of 1879 was superseded by another Agreement (No. XI) under which the Darbar agreed to prohibit all manufacture or collection of salt within the limits of the State; to levy no tax, toll or duty of any kind on salt within those limits; to prevent the import of any but British duty-paid salt, and the export beyond those limits of salt received by them for local consumption from British sources; and to prohibit and prevent the export from the Bikaner State into British territory of bhang, ganja, spirits, opium and other intoxicating drugs and preparations. In return the British Government agreed to pay to the Darbar Rs. 6,000 yearly; to supply, from the salt works at Didwana, Pachbhadra and Sambhar, such salt as may be required for the consumption of the people of Bikaner, up to a limit of 76,000 maunds, on which duty is leviable at the rate in force at the time of issue; and to refund to the Maharaja half the duty paid on such salt.

On the outbreak of the Great War the Maharaja placed all the resources of the State at the disposal of the British Government and offered his personal services. He himself served in France, and the Bikaner State Camel Corps in Egypt.

In 1916 a Contract (*see* Part III No. XXIX), supplemental to the Agreement of 1912 for the working of the Mirpur Khas-Jhudo Railway, was entered into between the Secretary of State for India, the Sind Light Railway Company and the Jodhpur and Bikaner Darbars for the adoption of the Government financial year in the preparation of accounts.

In 1918 Maharaja Ganga Singh was granted a personal salute of 19 guns: and in 1921 the Ruler of Bikaner was granted a permanent local salute of 19 guns within his own territories.

The Sutlej Valley Canal Project, which is intended to irrigate about five million acres of land in the Punjab and the States of Bikaner and Bahawalpur, was inaugurated in 1921, and an Agreement (No. XII) between Government and the States of Bikaner and Bahawalpur, for the financing and working of the undertaking, was signed in 1920.

The joint partnership of the Jodhpur-Bikaner Railway was terminated on the 1st November 1924, from which date the agreements of 1900 and the contracts of 1912 and 1913 (*see* Part III, Nos. XXIII, XXVII and XXVIII) ceased to be operative, and the Jodhpur and Bikaner Darbars began to work, under separate management, the portions of the railway lying within their respective territories. On the termination of the joint partnership, the Bikaner Darbar withdrew from the working of the British Section of the railway line from the Jodhpur frontier to Hyderabad (Sind) and the connected branches from Mirpur Khas to Jhudo and Khadro, which are now worked by the Jodhpur Darbar.

The length of railway belonging to and worked by the Bikaner State is (1927) approximately 653 miles.

In 1926 the State enacted laws and regulations to give effect to the provisions of the International Opium Convention of 1912.

In 1928 the Government of India recognised the title of Maharaja, in addition to Maharajadhiraja, as a hereditary distinction, in favour of the Ruler of Bikaner.

Extradition arrangements have been effected between Bikaner and other States both in and outside Rajputana. A list of these is given in Appendix I.

The area of the Bikaner State is 23,315 square miles; the population, according to the Census of 1921, 659,685; and the revenue Rs. 1,13,75,000.

Under the reorganisation scheme of January 1921 the Bikaner State Forces consist (1929) of—

Bikaner Camel Pack Battery	296
„ Dungar Lancers	342
„ Ganga Risala	465
„ Sadul Light Infantry	443
„ Motor Machine Gun Section	75
„ Band	35

The following other State forces are maintained:—

Armed Police	650

The State possesses 30 serviceable and 48 unserviceable guns.

With effect from the 1st January 1922 the designation "Imperial Service Troops" was changed to "Indian State Forces."

The State was placed in direct political relations with the Agent to the Governor-General in Rajputana in 1919.

(2) SIROHI.

The ruling family of Sirohi are Deora Rajputs and belong to the junior branch of the Chauhans of Sambhar and Ajmer. They are said to be descended from Prithwi Raj, the Chauhan King of Delhi. The

reputed founder of the Sirohi house was Deoraj, the first of the Deora clan of Rajputs, who lived in the thirteenth century. The present capital Sirohi was built in 1425. About the same time the Rana of Chitor took refuge at Mount Abu from the army of the Delhi Emperor, but was driven out by a force under the son of the Sirohi Chief: and no other Ruling Prince was allowed on the hill till 1836, when the prohibition was withdrawn.

In 1818 Rao Udaibhanji was deposed by the nobles of Sirohi for tyranny and oppression, and placed in confinement. By the unanimous vote of the nobles his younger brother Sheo Singh was recognised as his successor; but in 1819 Maharaja Man Singh of Jodhpur, who laid claim to supremacy over Sirohi, sent a force to liberate Udaibhanji. The Jodhpur invasion failed; but, during the disturbances that resulted from it, Sheo Singh craved the protection of the British Government: and in 1823 a Treaty (No. XIII) was concluded with him, under which he bound himself to acknowledge British supremacy; to abstain from political intercourse with other States; to govern in accordance with the advice of the British Agent; to introduce an efficient administration; and to pay a tribute not exceeding three-eighths of the revenues of the State. This tribute was subsequently fixed at Bhilari Rs. 15,000, equivalent to Government Rs. 13,762-8-0. The British Government extended its protection to the State; recognised Sheo Singh as regent for life: guaranteed the succession, after his death, to the lawful heirs, if any, of Udaibhanji: and reserved to themselves the right to regulate customs and transit duties in Sirohi.

Udaibhanji died without issue in 1847, when Sheo Singh was recognised as successor to the State, and his son as heir-apparent.

The weakness of the Sirohi State rendered it necessary for the British Agent to exercise at first an unusual interference in its internal affairs. Many of the Thakurs were in rebellion, supported by the wild Minas of the hills. To enable the Rao to keep up a force to be employed in preserving order, a loan of half a lakh of rupees without interest was made to him, for the repayment of which he mortgaged (No. XIV) three-fourths of his customs duties. One of the most refractory of the nobles was the Thakur of Nimbaj, with whom, after the Minas had been reduced by a British force, an Engagement (No. XV) was mediated by the Political Agent in 1824, guaranteeing to him his lands on condition of feudal service and payment of three-eighths of his revenues to the Rao. Others of the Thakurs, particularly those of Bhatana, Garwal, Momal, Madar, Patwura and Jilwara, had transferred their allegiance to the State of Palanpur. The Rao of Sirohi claimed their restoration; but it was decided that all should remain under Palanpur, except the Thakurs of Madar and Jilwara, whose allegiance had not been transferred to Palanpur till after the year 1817.

In 1845 Sheo Singh ceded (No. XVI), under certain conditions, some lands on Mount Abu, for the establishment of a sanitarium.

In 1854, at the earnest request of the Rao (No. XVII), who was in debt to the extent of about two lakhs of rupees, the British Government agreed to take the State under direct management for a period of eight years, or such longer time as might be necessary.

Sheo Singh did good service in the mutiny, in consideration of which he received a remission of half his tribute.

In 1861, owing to the incapacity of the Rao, the general control of affairs was made over to his son Umed Singh, the Rao retaining the dignities and honours of office. He died shortly afterwards, and was succeeded by Umed Singh, whose three brothers declined the provision made for them before their father's death, and went into rebellion; but they afterwards tendered their submission and accepted a provision in land.

In 1862 the Ruler of Sirohi received a Sanad of Adoption (*see* Part I, No. VIII).

Umed Singh was entrusted with the management of the State in 1865.

In 1865 the Rao agreed to give lands for railway purposes free of cost; to cede in them full jurisdiction short of sovereign rights; and to surrender all transit duties on goods carried through his territory. No formal agreement was concluded to this effect.

In 1866 and 1867 the Rao consented (Nos. XVIII and XIX) to the extension of certain Acts to Mount Abu and Anadra; and to the Political Superintendent being vested, in civil and criminal matters, with any powers which the Government might think proper to delegate to him. Since 1917 these powers in Mount Abu have been exercised by an Assistant (now designated a Secretary) to the Agent to the Governor-General. In 1884, in accordance with arrangements made with the Rao, the Government of India issued a Notification declaring certain Acts to be in force in Abu and Anadra (including the road leading to the Abu Road Railway Station, and to the Bazar at Kharari), and defined the civil and criminal jurisdiction to be exercised within those limits.

In 1867 an Extradition Treaty (No. XX) was concluded with Sirohi

In the same year the Ruler of Sirohi was granted a permanent salute of 15 guns.

Umed Singh's administration was not successful, and the affairs of the State soon fell into confusion. The disorganisation was increased by the proceedings of the outlawed Thakur of Bhatana, who resisted all offers of mediation and successfully evaded the pursuit of both the British and Sirohi forces. In 1869 the Rao of Sirohi expressed his wish to make over the management of his State for a term of eight years, in

order that it might be extricated from its pecuniary embarrassments. The negotiations, however, fell through, chiefly because the Rao would not agree to the continuance of British management for twelve years, which was calculated to be the shortest period within which the State could be relieved of its difficulties, and because he was dissatisfied with a proposal to restrict his personal allowances. It became necessary therefore to require the Rao to carry out the reforms which the situation required: and he was warned that, in the event of his proving obstructive or apathetic, such measures of direct interference as might be necessary would be resorted to. This warning had the desired effect, and the Rao took steps to reduce his expenditure and discharge the liabilities of the State.

As a means of putting an end to the brigandage which prevailed in Sirohi, the Political superintendence of the State was transferred, from an Assistant to the Agent to the Governor-General, to the Commandant of an Irregular Force then stationed at Erinpura. He was authorised to station temporarily small detachments of the force at Sirohi so as to relieve a portion of the Rao's police for service in the outlying districts; but the direct interference of the force was not to be called in except in emergencies with which the police of the State were clearly unable to cope. The measures adopted by the Political Superintendent for the extermination of brigandage on the Sirohi, Mewar and Marwar frontiers were temporarily successful; but a fresh outbreak in 1879, which continued for about three years, led to the Erinpura Force being employed in the suppression and arrest of dakaits. Since then the country has been fairly orderly, the most troublesome boundary cases have been settled, and the customs system has been reformed.

Umed Singh died in 1875 and was succeeded by his son Kesri Singh.

On the completion of the railway line between Ajmer and Ahmedabad in 1880, the Government of India granted (No. XXII) an annual compensation of Rs. 10,000 to the Sirohi Darbar for loss of transit duties. This concession was withdrawn in May 1886, on the Resident's showing that the State had not suffered from the opening of the railway. The remaining transit dues levied by the Sirohi Darbar were relinquished in April 1886, an example which the Thakurs of the State were soon induced to follow with regard to certain dues which they had the right to levy. No transit dues are now levied in Sirohi, except a duty on opium.

In 1879 an Agreement (No. XXI) was concluded with the Darbar providing for the suppression of the manufacture of salt within the State; the prevention of the export or import of any salt other than that which had paid British duty; and for the abolition of transit dues on salt. In return for this the Rao was to receive an annual payment of Rs. 1,800, and was allowed to purchase annually at half-duty rates, for the consumption of the people of the State, 13,000 maunds of salt. This amount was

increased in 1882 to 18,000 maunds (No. XXIII). In 1884 a cash payment of Rs. 9,000 a year was substituted (No. XXIV) for this half-duty salt, on condition that the Rao freed the salt trade in the State from all imposts of every description.

In 1887 the Extradition Treaty of 1867 was modified by an Agreement (No. XXV) which provided that, in the extradition of offenders from British India to Sirohi, the procedure for the time being in force in British India should be followed.

In 1889 the hereditary title of Maharao was conferred (No. XXVI) on the Ruler of Sirohi.

In 1903 measures for the conversion of the State silver coin into British rupees were sanctioned.

In 1911 the hereditary title of Maharajadhiraja was conferred (No. XXVII) on the Ruler of Sirohi.

In 1917 an Agreement (No. XXVIII) was concluded, making over to the British Government an area of about 6 square miles on Mount Abu, including the lands originally made over for a Sanitarium, under a permanent lease. In return, the British Government remitted the Sirohi tribute of Bhilari Rs. 7,500, equivalent to Government Rs. 6,881-4-0: and agreed to pay an annual rent of Rs. 25,000, and an additional annual sum of Rs. 2,000 as compensation for the closure of the Dilwara liquor shop. In addition, it was agreed that an annual contribution of Rs. 8,000, theretofore made by the Sirohi Darbar towards the Abu Municipality, should cease. The British Government remitted their jurisdictional rights at Anadra and in the Bazar at Kharari (Abu Road), with the exception of such portions of the latter place as lie within railway limits proper or within the limits of the road between Kharari railway station and Abu.

Kesri Singh abdicated on account of old age on the 29th April 1920 in favour of his son the present Maharajadhiraja Sarup Ram Singh.

At the time of Maharajadhiraja Sarup Ram Singh's succession, great discontent existed among the Jagirdars of the State, on the ground of interference in the affairs of their jagir villages on the part of the State since the time of Rao Sheo Singh. A committee was appointed to investigate the matter and, with the advice of the Agent to the Governor-General, an amicable settlement was effected and agreements were concluded between the State and the Jagirdars.

In 1922 the Bhils and Girassias of certain villages in the Rohera Tehsil collected in large numbers and defied the authority of the Darbar, refusing to pay the revenue demands. With the aid of the Mewar Bhil Corps this disturbance, which had been largely fomented by agitation from outside the State, was quelled without serious loss of life. A satisfactory settlement was effected, the Bhils and Girassias submit-

ting to the authority of their overlord on obtaining certain concessions from the Darbar.

In 1923 the Darbar enacted laws and regulations to give effect to the provisions of the International Opium Convention of 1912.

The ex-Maharao Kesri Singh died in January 1925.

Extradition arrangements have been effected between Sirohi and other States both in and outside Rajputana. A list of these is given in Appendix I.

The area of the State is 1,958 square miles; the population, according to the Census of 1921, 186,639; and the revenue, Rs. 10,03,000.

The military forces of the State consist (1929) of 52 Cavalry, 140 Infantry and 353 Armed Police, with 9 serviceable and 3 unserviceable guns.

In 1879 the political charge of the State was amalgamated with the command of the Irregular Force then stationed at Erinpura and the Political Agency for Jodhpur and Jaisalmer. In 1881 it was decided to revive the Western Rajputana Agency, consisting of the Political Agency of Jodhpur and Jaisalmer and the Political Superintendency of Sirohi. This arrangement continued till 1919, when the State was included in the Rajputana Agency.

No. I.

TREATY between the HONOURABLE the ENGLISH EAST INDIA COMPANY and MAHARAJAH SOORUT SING BAHADOOR the RAJAH of BIKANEER, concluded by MR. CHARLES THEOPHILUS METCALFE on the part of the HONOURABLE COMPANY, in virtue of full powers granted by HIS EXCELLENCY the MOST NOBLE the MARQUIS of HASTINGS, K.G., GOVERNOR-GENERAL, &c., &c., and by OUJHA KASHEE NAUTT, on the part of RAJ RAJHEESUR MAHARAJAH SROOKUN SREE SOORUT SING BAHADOOR, according to full powers given by the RAJAH,—1818.

ARTICLE 1.

There shall be perpetual friendship, alliance, and unity of interests between the Honourable Company and Maharajah Soorut Sing and his heirs and successors, and the friends and enemies of one party shall be the friends and enemies of both parties.

ARTICLE 2.

The British Government engages to protect the principality and territory of Bikaneer.

ARTICLE 3.

Maharajah Soorut Sing and his heirs and successors will act in subordinate co-operation with the British Government and acknowledge its supremacy, and will not have any connection with any other Chiefs or States.

ARTICLE 4.

The Maharajah and his heirs and successors will not enter into negociation with any Chief or State without the knowledge and sanction of the British Government; but the usual amicable correspondence with friends and relations shall continue.

ARTICLE 5.

The Maharajah and his heirs and successors will not commit aggressions on any one; if by accident any dispute arise with any one the settlement of it shall be submitted to the arbitration and award of the British Government.

ARTICLE 6.

Whereas certain persons of the principality of Bikaneer have adopted the evil courses of highway robbers and banditti, and have plundered the property of many, to the great molestation of the peaceable subjects of both of the contracting parties, the Maharajah engages to cause to be restored the property plundered from inhabitants of the British territories up to this time, and for the future entirely to suppress the robbers and plunderers in his principality. If the Maharajah be not able to effect their suppression assistance shall be afforded on his application by the British Government, in which case the Maharajah will pay all the expenses

of force employed; or, in the event of his not finding means to pay those expenses, he will in lieu cede parts of his territory to the British Government, which, after the payment of those expenses, shall be restored.

ARTICLE 7.

The British Government, on the application of the Maharajah, will reduce to subjection the taukoors and other inhabitants of his principality who have revolted and thrown off his authority. In this case the Maharajah will pay all the expenses of the force employed; or, in the event of not having the means, will, instead, cede parts of his territory to the British Government, which shall be restored after the payment of those expenses.

ARTICLE 8.

The Maharajah of Bikaneer will furnish troops at the requisition of the British Government, according to his means.

ARTICLE 9.

The Maharajah and his heirs and successors shall be absolute rulers of their country, and the British jurisdiction shall not be introduced into that principality.

ARTICLE 10.

As it is the wish and intention of the British Government that the roads of Bikaneer and Bhutneer be rendered passable and safe for the transit of trade to and from the countries of Cabul and Khorasaun, &c., the Maharajah engages effectually to accomplish that object within his own dominions, so as that merchants shall pass with protection and safety and meet with no impediment: and with respect to custom duties the established rates shall not be exceeded.

ARTICLE 11.

This Treaty of eleven Articles having been concluded and signed and sealed by Mr. Charles Theophilus Metcalfe and Oujhar Kashee Nautt, the ratifications by His Excellency the Most Noble the Governor-General and Raj Rajheesur Maharajah Sroomun Sree Soorat Sing Bahadoor, shall be exchanged within twenty days from the present date.

Done at Delhi, this 9th day of March, A.D. 1818.

C. T. METCALFE.

OUJHA KASHEE NAUTT.

HASTINGS.

This Treaty was ratified by His Excellency the Governor-General, in Camp near Patrassa Ghaut on the Gogra, on the 21st of March 1818.

J. ADAM,
Secretary to the Governor-General.

No. II.

TRANSLATION of a SUNNUD granting certain villages to MAHARAJAH SIRDAR SINGH BAHADOOR of BIKANEER, dated 11th April 1861.

Whereas it appears from a report of the Governor-General's Agent in Rajpootana that during the rebellion Maharajah Sirdar Singh Bahadoor of Bikaneer, with a feeling of loyalty and devotion to the British Government, came out in person, spent money, protected lives of certain Europeans, and rendered other good services to government; and whereas, these circumstances being highly satisfactory to government, the said Maharajah obtained thanks and a khillut of distinction; the government is now pleased to confer on him in perpetuity the villages specified in a separate schedule, situated in the district of Sirsa, yielding an annual revenue of fourteen thousand two hundred and ninety-one Rupees, and which are hereby incorporated with his former territory, subject to the same conditions as are observed with respect to the latter: the grant will take effect from 1st May 1861.

Names of villages with their annual jumma granted to the Maharajah of Bikaneer in reward for his services.

No.	Names of Villages.	Annual jumma, 1861-62.	REMARKS.
		Rs.	
1	Saboora	300	
2	Manuck Tebee	177	
3	Kara Khara	490	This village has progressive jumma rising to Rupees 590 in 1865-66.
4	Goodea Khara	406	
5	Kampoora	137	Has progressive jumma rising to Rupees 235 in 1865-66.
6	Solawally	234	
7	Muller Khara	451	
8	Baseehur	500	
9	Gilwalla	410	
10	Saharun	350	
11	Koolchunder	250	
12	Soorawally	948	
13	Chundoorwally	200	
14	Peer Kamreea	740	
15	Punneewally oorf Jugranee	207	
16	Kunnanee	451	
17	Mugranee	534	

Names of villages with their annual jumma granted to the Maharajah of Bikaneer in reward for his services—contd.

No.	Names of Villages.	Annual jumma, 1861-62.	Remarks.
18	Masanee	346	
19	Tebee Barajeka	889	
20	Rutta Khara	199	
21	Rathee Khara	16	Has progressive jumma—Rising to Rupees 235 in 1865-66.
22	Kishenpoora	120	Ditto 300 in 1870-71.
23	Salaimgur	17	Ditto 130 in ditto.
24	Gharoe	210	Ditto 340 in 1865-66.
25	Silwalla Khurd	194	Ditto 266 in ditto.
26	Bairwalla Kullan	280	
27	Silwalla Kullan	241	Ditto 366 in ditto.
28	Tulwara Kullan	757	
29	Jalalabad	176	Ditto 276 in ditto.
30	Moharwalla	482	Ditto 554 in ditto.
31	Maseetawally	223	Ditto 261 in ditto.
32	Ramsara	258	Ditto 308 in ditto.
33	Dublee Khurd	394	Ditto 454 in ditto.
34	Ramnugger	200	
35	Dublee Kullan	730	Ditto 780 in ditto.
36	Mirzawally	351	Ditto 423 in ditto.
37	Chaoowally	310	Ditto 360 in ditto.
38	Bhooranpoora	174	Ditto 225 in ditto.
39	Khairawally	181	Ditto 231 in ditto.
40	Shewdanpoora	473	
41	Khundanea	285	
	TOTAL RUPEES	14,291	

No. III.

EXTRADITION TREATY between the BRITISH GOVERNMENT and HIS HIGHNESS SIRDAR SING, MAHARAJAH of BIKANEER, his heirs and successors, executed on the one part by LIEUTENANT-COLONEL RICHARD HARTE KEATINGE, C.S.I., and V.C., GOVERNOR-GENERAL'S AGENT for the STATES of RAJPOOTANA, in virtue of the full powers vested in him by HIS EXCELLENCY THE RIGHT HON'BLE SIR JOHN LAIRD MAIR LAWRENCE, BARONET, G.C.B., and G.C.S.I., VICEROY and GOVERNOR-GENERAL of INDIA, and on his own part by MAHARAJA SIRDAR SING aforesaid,—1869.

ARTICLE 1.

That any person, whether a British or Foreign subject, committing a heinous offence in British territory, and seeking shelter within the limits of the Bikaneer State, shall be apprehended and delivered up by the latter Government to the former on requisition in the usual manner.

ARTICLE 2.

That any person, being a subject of Bikaneer, committing a heinous offence within the limits of the Bikaneer State, and seeking asylum in British territory, will be apprehended and delivered up by the latter Government to the former on requisition in the usual manner.

ARTICLE 3.

That any person, other than a Bikaneer subject, committing a heinous offence within the limits of the Bikaneer State, and seeking asylum in British territory, will be apprehended, and the case investigated by such Court as the British Government may direct. As a general rule, such cases will be tried by the Court of the Political Officer in whom the political supervision of the Bikaneer State may at the time be vested.

ARTICLE 4.

That in no case shall either Government be bound to surrender any person accused of a heinous offence, except on requisition duly made by, or by the authority of, the Government within whose territories the offence shall be charged to have been committed; and also upon such evidence of criminality as, according to the laws of the country in which the person accused shall be found, would justify his apprehension and sustain the charge if the offence had been there committed.

ARTICLE 5.

That the following offences be deemed as coming within the category of heinous offences :—

1st.—Murder.
2nd.—Attempt to murder.
3rd.—Culpable homicide under aggravating circumstances.
4th.—Thuggee.
5th.—Poisoning.
6th.—Rape.
7th.—Causing grievous hurt.
8th.—Child-stealing.
9th.—Selling females.
10th.—Dacoitee.
11th.—Robbery.
12th.—Burglary.
13th.—Cattle-theft.
14th.—Arson.
15th.—Forgery.
16th.—Counterfeiting coin or uttering base coin.
17th.—Criminal breach of trust.
18th.—Criminal misappropriation of property.
19th.—Abetting the above offences.

ARTICLE 6.

The expense of any apprehension, detention, or surrender, made in virtue of the foregoing stipulations, shall be borne and defrayed by the Government making the requisition.

ARTICLE 7.

The above Treaty shall continue in force until either of the high contracting parties shall give notice to the other of its wish to terminate it.

ARTICLE 8.

Nothing herein contained shall be deemed to affect any Treaty now existing between the high contracting parties, except so far as any Treaty may be repugnant thereto.

Done at Bikaneer this third day of February in the year one thousand eight hundred and sixty-nine.

PERCY W. POWLETT,
Asstt. Agent, Govr.-Genl.

SIGNATURE AND SEAL OF THE MAHARAJAH OF BIKANEER.

R. H. KEATINGE,
Govr.-Genl.'s Agent.

MAYO.

This Treaty was ratified by His Excellency the Viceroy and Governor-General of India at Simla on the 15th of June 1869.

W. S. SETON-KARR,
Secy. to the Govt. of India, Foreign Dept

No. IV.

BICKANEER SALT AGREEMENT, dated the 24th January 1879.
RATIFIED THE 8TH MAY 1879.

ARTICLE 1.

His Highness the Maharajah of Bickaneer agrees that salt shall be manufactured in no place within the State of Bickaneer except at the salt-works of Lonkaran and Chaptar, and that all other salt-works, if any exist, shall be erased and destroyed.

ARTICLE 2.

His Highness the Maharajah agrees that the total aggregate outturn of salt manufactured at the two works named in Article 1 shall never exceed in one year the maximum quantity of thirty thousand (30,000) British Indian maunds, and that returns of the outturn of each of these two works shall be furnished annually to the British Government.

ARTICLE 3.

His Highness the Maharajah agrees to prevent the import into, and export from, the Bickaneer State of any salt whatever other than salt upon which duty has been levied by the British Government.

ARTICLE 4.

No transit duty shall be levied within the Bickaneer State upon salt upon which duty has been levied by the British Government.

ARTICLE 5.

His Highness the Maharajah agrees to prohibit the export from his State into British territory of bhang, ganja, spirits, opium or other intoxicating drug or preparation.

ARTICLE 6.

In consideration of the effective observance by His Highness the Maharajah of Bickaneer of the conditions specified in Articles 1, 2 and 3 of this Agreement the British Government agree to pay yearly to His Highness the Maharajah of Bickaneer for the charges which may be incurred by His Highness the Maharajah in preventing the extension of the works specified in Article 1, and the illicit manufacture and export of salt, the sum of Rs. 6,000 (six thousand).

ARTICLE 7.

The British Government agree to permit His Highness the Maharajah of Bickaneer to purchase annually from the salt-works at Phalodi and Didwana, for the consumption of the people of his State, twenty thousand (20,000) British Indian maunds of salt at a price not exceeding eight (8) annas per maund.

The salt will, so far as may be practicable, be supplied from the salt-works above mentioned in the following proportion :—

	Mds.
From Phalodi	15,000
„ Didwana	5,000

The British duty on the salt thus purchased shall be levied at half the full rate of duty at the time leviable at the works from which the salt is supplied.

ARTICLE 8.

If any considerable stocks of salt be proved to exist within the Bickaneer State when this Agreement comes into force the Maharajah will, if so required by the British Government, take possession of such stocks, and will give the owners thereof the option either of transferring the salt to the British Government at such equitable valuation as may be fixed by His Highness the Maharajah in concurrence with the Political Agent, or of paying the said Agent such duty

not exceeding two rupees eight annas per maund on such salt as the Governor-General in Council may fix. In the event of the owners aforesaid accepting the latter alternative they shall be allowed to retain the salt on which the duty so provided may be paid, but not otherwise.

ARTICLE 9.

In the event of it being proved by experience that the arrangements made in accordance with this Agreement by the Bickaneer State for the safety of the British revenue are practically insufficient, or in the event of it being proved to the satisfaction of the British Government that in consequence of the suppression or reduction of the salt-works named in Article 1, or of their failure, the estimated quantity of salt required for the consumption of the people of Bickaneer has materially increased subsequent to the making of this Agreement, this Agreement will be open to revision.

ARTICLE 10.

This Agreement is to come into force from a date to be fixed hereafter by the British Government.

No. V.

AGREEMENT supplementary to the TREATY of 1869 regarding EXTRADITION,—1887.

Whereas a Treaty relating to the extradition of offenders was concluded on the 15th June 1869 between the British Government and the Bikanir State: And whereas the procedure prescribed by the Treaty for the extradition of offenders from British India to the Bikanir State has been found by experience to be less simple and effective than the procedure prescribed by the law as to the extradition of offenders in force in British India: It is hereby agreed between the British Government and the Bikanir State that the provisions of the Treaty prescribing a procedure for the extradition of offenders shall no longer apply to cases of extradition from British India to the Bikanir State; but that the procedure prescribed by the law as to the extradition of offenders for the time being in force in British India shall be followed in every such case.

Done at Bikanir this twenty-ninth day of July in the year one thousand eight hundred and eighty-seven.

A. P. THORNTON, *Captain,*
Offg. Political Agent, Bikanir.

SIGNATURE AND SEAL OF MAHARAJA OF BIKANIR.

DUFFERIN,
Viceroy and Governor-General of India.

This Agreement was approved and confirmed by His Excellency the Viceroy and Governor-General of India at Fort William on the twenty-eighth day of March A.D. one thousand eight hundred and eighty-eight.

H. M. DURAND,

Secretary to the Govt. of India, Foreign Dept.

No. VI.

MEMORANDUM of an AGREEMENT entered into between the BRITISH GOVERNMENT and the BIKANIR DARBAR for the CONSTRUCTION of a RAILWAY from JODHPUR to BIKANIR,—1889.

1. The Bikanir Darbar agrees to construct in conjunction with the Jodhpur Darbar a line of railway to connect Jodhpur with Bikanir. The Railway will be called the Jodhpur-Bikanir Railway. It will be the exclusive property of the two States, each of which will receive all the profits derived from the working of the portion of the line running through its territory.

2. The Bikanir Darbar will provide all the capital required for the construction, maintenance and working of the Bikanir Section, the Jodhpur Darbar providing the same for its portion. The line will be on the metre gauge and will be constructed in accordance with the standard dimensions prescribed by the Government of India.

3. The Bikanir Darbar agrees to advance to the Jodhpur Darbar on behalf of the project twenty lakhs of rupees at four per cent. interest. This sum will be repaid by the Jodhpur Darbar by annual instalments of three lakhs, to be disbursed from the Salt Treaty payment received by the Jodhpur Darbar.

The Jodhpur Darbar will be at liberty to apply more than three lakhs annually towards repayment of the debt, but it is to be understood that from the instalment so paid the Bikanir Darbar will first deduct the amount due on account of interest, and will credit the balance towards the liquidation of its loan.

4. The preparation of separate estimates for each State's portion of the line shall be completed as soon as possible, and the same shall be submitted for the inspection of the Government of India.

5. The construction and management of the proposed line shall be entrusted to the Manager for the time being of the Jodhpur Railway, who shall also be the Manager of the Jodhpur-Bikanir Railway. The work shall commence from the Jodhpur side.

6. The station staff and the police required shall be appointed by, and be under the general control and direction of, the Manager for the time being of the Jodhpur-Bikanir Railway, subject to the approval of the Bikanir Darbar for the portion of the line within its territory.

7. The Bikanir Darbar shall exercise complete authority over the portion of the line within Bikanir limits, subject to the condition that the Darbar shall

cede full criminal and civil jurisdiction over the land occupied by the Railway whenever the Government of India consider it desirable.

8. The line shall not be opened until it has been inspected and passed as safe by an officer duly empowered in that behalf by the Government of India. Further, the Government of India shall be at liberty to depute a competent officer to inspect all the works of the Railway at all times, and all reasonable facilities shall be given to him in such inspections for ascertaining how the works are being constructed and the Railway worked.

9. Such returns and information as are supplied in the case of the Jodhpur Railway shall be furnished for the Jodhpur-Bikanir line.

The line shall be worked in accordance with the general rules and regulations in force on Indian State Railways.

10. The British Government has consented to the construction by the Telegraph Department of a line of telegraph for the joint use of the Telegraph Department and of the Jodhpur-Bikanir Railway on the same terms as are applicable to State Railway Telegraphs in British India subject to the exception that the Jodhpur and Bikanir States will bear the first cost for the portions of the line within their territories, in proportion to the number of wires used respectively by the Telegraph Department and the Jodhpur-Bikanir Railway, and be relieved of any charge for interest therefor, and on the understanding that the Licensed Telegraph Rules in force in British India are observed on the said Railway. Under this arrangement each State will retain the collections made at the offices* within its territory, and be liable for the whole cost of working and maintaining its portion of the telegraph line.

11. This Agreement may be modified at any time by mutual consent. Done at Bikanir this thirteenth day of July in the year one thousand eight hundred and eighty-nine.

A. C. TALBOT,
President, Regency Council.

S. HUKM SINGH,
Vice-President.

THAKUR HEER SINGH.

THAKUR JAGMAL SINGH.

MEHTA MANGAL CHAND.

KABRAJ BHERON DAN.

MUNSHI SOHAN LAL.

A. C. TALBOT,
Political Agent, Bikanir.

* In 1890 the Darbar agreed that the word "offices" means "Railway Telegraph offices" only.

Approved and confirmed by His Excellency the Viceroy and Governor-General in Council.

FOREIGN DEPT.,
SIMLA;
The 27th August 1889.

H. M. DURAND,
Secretary to the Government of India.

No. VII.

AGREEMENT under the NATIVE COINAGE ACT, 1876, with the BIKANIR DARBAR,—1893.

ARTICLES of AGREEMENT made this sixteenth day of FEBRUARY 1893 between the GOVERNMENT of INDIA on the one part and the BIKANIR DARBAR on the other part:—

Whereas under the Native Coinage Act, IX of 1876, the Governor-General in Council has power from time to time to declare by notification in the *Gazette of India* that a tender of payment of money if made in the coins, or the coins of any specified metal, made under the said Act for any Native State, shall be a legal tender in British India: And whereas by section 4 of the said Act it is declared that such power shall be exercisable only under certain conditions, amongst which is the condition that the Native State for which such coins are coined shall enter into agreements corresponding with the first three articles of these presents: And whereas by section 5 of the said Act any such State is authorised to send to any mint in British India metal to be made into coin under the same Act, and (subject as therein mentioned) the Mint Master is required to receive such metal and convert it into coin:

And whereas the Bikanir State is a Native State within the meaning of the said Act, and the Bikanir Darbar, pursuant to such authority, has sent or will send to the Mint of Bombay silver to be coined under the said Act into a maximum of Rupees ten lakhs or thereabouts, and has requested the Government of India to exercise the power hereinbefore recited in the case of the said coins, and the Government of India have consented to exercise such power by issuing the requisite notification in the *Gazette of India*, on the execution by the said Bikanir Darbar of this Agreement.

Now these presents witness, and it is hereby agreed between the parties hereto as follows (that is to say):—

Firstly.—The Bikanir Darbar agrees to abstain during a term of thirty years, from the date of the notification aforesaid, from coining silver and copper in its own mint, and also undertakes that no coins resembling coins for the time being a legal tender in British India, shall, after the expiration of the said term, be struck under its authority, or with its permission at any place within or without its jurisdiction.

Secondly.—The Bikanir Darbar also agrees that the law and rules for the time being in force respecting the cutting and breaking of coin of the Government of India reduced in weight by reasonable wearing or otherwise, or counterfeit, or called in by proclamation, shall apply to the coins made for the Bikanir State under this Act, and that it will defray the cost of cutting and breaking them.

Thirdly.—The Bikanir Darbar also agrees not to issue the said coins below their nominal value, and not to allow any discount or other advantage to any person in order to bring them into circulation.

Fourthly.—The Bikanir Darbar agrees that if at any time the Government of India call in its coinage in silver and copper, the Darbar will, if so requested by the Government of India, call in at its own expense all coins made for it under this Agreement.

In witness whereof Rai Bahadur Sodhi Hukm Singh, Thakur Lal Singh, and Mahta Mangal Chand, Members of the Council of Regency, and C. S. Bayley, Indian Civil Service, Political Agent, Bikanir, on behalf of the Government of India, have set their hands and seals the day and year first above written.

SODHI HUKM SINGH.

LAL SINGH.

LANSDOWNE,
Viceroy and Govr.-Genl. of India.

MAHTA MANGAL CHAND.

CHAS. S. BAYLEY,
Political Agent in Bikanir.

This agreement was ratified by His Excellency the Viceroy and Governor-General of India at Fort William, on the third day of March 1893.

H. M. DURAND,
Secretary to the Government of India,
Foreign Department.

No. VIII.

AGREEMENT entered into between the BRITISH GOVERNMENT and HIS HIGHNESS the MAHARAJA of BIKANIR for the INTRODUCTION of DEFINITE ARRANGEMENTS for the EFFECTIVE CONTROL and DISCIPLINE of the BIKANIR IMPERIAL SERVICE TROOPS when serving beyond the FRONTIER of the BIKANIR STATE,—1899.

Whereas His Highness Raj Rajeshwar Shiromani Maharaja Ganga Singh Bahadur of Bikanir maintains a force of Imperial Service Troops for the purpose of co-operating, if need be, in the defence of the British Empire, and

Whereas it is necessary to make definite arrangements for the effective control and discipline of the said troops when serving beyond the frontier of the Bikanir State;

So it is hereby agreed between the Governor-General of India in Council of the one part and His Highness the said Maharaja of Bikanir of the other as follows, namely—

1. Whenever the said force or any portion thereof is moved beyond the frontier of the said State, the Governor-General in Council shall have power to appoint one or more British officers to command the said Imperial Service Troops, and such officer or officers shall, by virtue of this agreement, be authorized to administer in respect of the said Imperial Service Troops so serving, the military laws and regulations to which they are subject under the law of the said State, and for that purpose and for the due preservation of discipline among the same, to convene all such Courts, and to issue all such orders, and pass all such judgments and sentences, and generally to exercise all such authority as might be lawfully convened, issued, passed and exercised respectively by the officers in command of the same when serving within the territorial limits of the said State: Provided always that the execution of every sentence so passed shall be carried out under the orders of the said Maharaja of Bikanir or of some person to whom the requisite authority has been delegated by him.

2. In order further to ensure the efficiency of the said Imperial Service Troops, and the maintenance of discipline among them when serving along with Her Majesty's forces, the said Maharaja of Bikanir has embodied in the disciplinary law of his State, applicable to the said Imperial Service Troops when employed on active service either within or without British India, the provisions, *mutatis mutandis*, of the Indian Articles of War. The due application and enforcement of the said provisions in respect of the Imperial Service Troops aforesaid shall be carried out under the authority of the officer or officers appointed by the Governor-General of India in Council in that behalf, under the first article of this agreement.

DATED BIKANIR, GANGA SINGH,
The 20th January 1899. *Maharaja of Bikanir.*

H. A. VINCENT, *Colonel,*
Resident.

Approved and confirmed by the Government of India.

By order,
H. BARNES,
Secretary to the Government of India,
Foreign Department.

SIMLA;
The 7th May 1901.

No. IX.

AGREEMENT entered into by HIS HIGHNESS the MAHARAJA of BIKANER regarding the CESSION of JURISDICTION on the BIKANER portion of the JODHPUR-BIKANER and BIKANER-BHATINDA RAILWAYS,—1899.

I, Ganga Singh, Maharaja of Bikaner, hereby cede to the British Government full and exclusive power and jurisdiction of every kind over the lands in the said State which are, or may hereafter be, occupied by the Jodhpur-Bikaner and Bikaner-Bhatinda railway systems, with all their current and future extensions (including all lands occupied for stations, for out-buildings and for other railway purposes), and over all persons and things whatsoever within the said limits.

BIKANER;
The 15th December 1899.

GANGA SINGH,
Maharaja of Bikaner.

No. X.

AGREEMENT entered into by HIS HIGHNESS the MAHARAJA of BIKANER regarding the CESSION of JURISDICTION on the BIKANER portion of the SOUTHERN PUNJAB RAILWAY,—1900.

I, Ganga Singh, Maharaja of Bikaner, hereby cede to the British Government full and exclusive power and jurisdiction of every kind over the lands in the Bikaner State which are, or may hereafter be, occupied by the Southern Punjab railway (including all lands occupied for stations, for out-buildings and for other railway purposes), and over all persons and things whatsoever within the said lands.

BIKANER;
The 14th January 1900.

GANGA SINGH,
Maharaja of Bikaner.

No. XI.

BIKANER SALT AGREEMENT,—1913.

MEMORANDUM OF AGREEMENT between the BRITISH GOVERNMENT on the one part and the BIKANER STATE on the other part, concluded by the Hon'ble Sir Elliot Graham Colvin, K.C.S.I., I.C.S., Agent to the Governor-General in Rajputana, duly authorised by the Viceroy and Governor-General in Council for that purpose, and by Maharaj Sri Bhairon Singh Bahadur, C.S.I., Vice-President, State Council, and Thakur Sadul Singh, Revenue Member of the State Council, on behalf of the Bikaner State :—

ARTICLE 1.

His Highness the Maharaja of Bikaner agrees to prohibit and prevent the manufacture or collection of salt within the State of Bikaner.

ARTICLE II.

His Highness the Maharaja agrees to prohibit and prevent the import into his State of any salt whatever other than salt upon which duty has been levied by the British Government, and the British Government agrees to His Highness also prohibiting and preventing the import into his State of salt other than salt supplied under Article VII and salt in transit under Article III. His Highness also agrees to prohibit and prevent the export of salt from his State.

ARTICLE III.

His Highness the Maharaja agrees to permit the transit through his State of salt carried through the State under and in accordance with the terms of a rawanna granted by the officer in charge of a British salt source.

ARTICLE IV.

No tax or toll or duty of any kind shall be levied on salt within the limits of the Bikaner State.

ARTICLE V.

His Highness the Maharaja agrees to prohibit and prevent the export from the Bikaner State into British territory of bhang, ganja, spirits, opium and other intoxicating drugs and preparations including cocaine and the derivative and allied drugs.

ARTICLE VI.

In consideration of the effective observance by His Highness the Maharaja of the conditions specified in Articles I, II, III, IV and V of this agreement, the British Government agree to pay to His Highness the Maharaja for the charges which may be incurred by His Highness in securing the observance of the same the sum of Rs. 6,000 (six thousand) yearly.

ARTICLE VII.

The British Government agree to supply from the salt works at Didwana, Pachbadra and Sambhar such salt as may be required for the consumption of the people of the Bikaner State. On such salt duty will be levied at the time of issue from the salt works at the rate for the time being in force on salt supplied for consumption in British India. An account will be kept of all salt supplied for consumption in the Bikaner State, and a copy thereof periodically furnished to His Highness the Maharaja, and one half of the duty levied on the said salt, up to a yearly maximum of 76,000 maunds, will be paid by Government to His Highness the Maharaja.

ARTICLE VIII.

In the event of it being proved by experience that the arrangements made in accordance with this agreement by His Highness the Maharaja for the safety

of the British revenue are practically insufficient; or in the event of it being proved to the satisfaction of the British Government that, in consequence of the increase of the population or cattle of the Bikaner State or of other causes not within the control of His Highness the Maharaja, the 76,000 maunds of salt specified in Article VII are insufficient for the ordinary requirements of the people of the Bikaner State; or in the event of the British duty on salt being abolished hereafter, the terms of this agreement will be open to revision.

ARTICLE IX.

This agreement shall come into force from the 1st January 1913.

ARTICLE X.

The Salt Agreement, dated the 24th January 1879, between the British Government and His Highness the Maharaja of Bikaner is hereby cancelled.

E. G. COLVIN,

Agent to the Governor-General, Rajputana.

BHAIRON SINGH,

Vice-President, State Council, Bikaner.

SADUL SINGH,

Revenue Member, Bikaner State.

HARDINGE OF PENSHURST,

Viceroy and Governor-General of India.

This Agreement was ratified by the Governor-General of India in Council at Simla on the 24th day of July A. D. 1913.

A. H. MCMAHON,

Secretary to the Government of India,
Foreign Department.

No. XII.

TERMS of AGREEMENT between the BRITISH GOVERNMENT and HIS HIGHNESS the MAHARAJA of BIKANER and HIS HIGHNESS the NAWAB of BAHAWALPUR regarding the irrigation of the tracts commanded and economically irrigable from the Gharra Reach of the SUTLEJ RIVER and from the Panjnad Reach of the CHENAB RIVER,—1920.

1. The Project to be drawn out under the exclusive control of the British Government on the general basis of taking the waters specified in paragraph 4 (A) below to the areas hereinafter specified.

2. The original designs for the canal works will be drawn out under the sole direction of the British Government, every possible attention being given to the

wishes of the two States concerned as to the precise direction and position of the canals: provided that they are consistent with sound engineering principles.

3. The tracts for the irrigation of which provision is made consist of the following:—

BRITISH—

(*a*) *On the Right Bank.*—The whole area commanded by this scheme from the site of the uppermost weir down to the Chenab River and lying between the Gharra River and the old bed of the Beas or the limit of existing irrigation of the Bari Doab Canals.

(*b*) *On the Left Bank.*—The whole Khadir area commanded by this scheme from the site of the uppermost weir down to the Bahawalpur State boundary.

BAHAWALPUR—

The whole of the Khadir area of this State to the south of the river as far as the Sind boundary and the irrigable area in the high lands, and such detached areas of Bahawalpur territory within Sind for which irrigation can be arranged in consultation with the Sind Authorities.

BIKANER—

The area commanded by a canal taking off from the uppermost weir and entering the north-west corner of the State from British territory.

4. The water shall be distributed between the parties concerned as laid down in the following clauses:—

(*a*) The area irrigated from the Gharra Reach of the Sutlej is to be entitled to claim up to the limit of the canal head capacities herein authorised in cusecs, the supply entering the Gharra Reach from the Beas together with any supplies that flow into the Gharra Reach from the Sutlej after the irrigation requirements on the Sutlej above the junction of the Beas have been satisfied.

(*b*) For the Kharif crop from 1st April to 15th of October the full supply capacity sanctioned in cusecs at canal head for perennial and non-perennial channels will have equal claim to the supply available.

(*c*) The area to be adopted for the allocation of Rabi water and the corresponding shares in that season between October 15th and 1st April will be as below:—

From the Gharra—		
British	900,000 acres gross	26·5 per cent.
Bahawalpur	1,730,000 ,, ,,	57·0 ,,
Bikaner	500,000 ,, ,,	16·5 ,,
TOTAL .	3,130,000	

From the Panjnad—	
Bahawalpur	270,000 acres gross.

The areas to be adopted for the capacity of non-perennial channels shall be :—

From the Gharra—

British	2,880,846 acres gross
Bahawalpur	1,272,216 „ „

From the Panjnad—

Bahawalpur	1,594,485* acres gross.

* This area on the Panjnad includes the areas across the Ghuddu Dhand, which, if excluded later, will correspondingly reduce this figure.

Note.—The average perennial supply available will be allotted entirely to perennial channels from the 15th October up to 31st March, and the non-perennial channels will be shut down on the 15th October.

(*d*) 1. The authorised full supply capacity in cusecs at canal head for perennial canals will be based on the Kharif area to be irrigated assuming the following intensities on the areas given above in that crop with a full supply factor of 70 at distributary heads and an allowance of 20 per cent. for absorption up to canal head :—

British	22·3 per cent.
Bikaner	25 „
Bahawalpur from Gharra	25 „
„ „ Panjnad	22·3 „

(*d*) 2. For the perennial and non-perennial canals for Bahawalpur from the Panjnad the mean draw-off in each crop shall be maintained at the same fraction of their authorised maximum capacity in cusecs as that of the British canals from the Gharra.

(*e*) The authorised full supply capacity in cusecs of the non-perennial channels will be based on the Kharif area to be irrigated assuming an intensity of 20 per cent. on the areas given above with a full supply factor of 60 at distributary heads and an allowance of 20 per cent. for absorption up to canal head.

The above is the data for the share capacity, that is the capacity on which the channels will share the water equally in the non-perennial period. When, however, the supply of the river is in excess of the requirements of the perennial and non-perennial share capacities, the non-perennial channels may draw-off up to a maximum capacity 50 per cent. in excess of the share capacity obtained as above and based on a design of 25 per cent. Kharif intensity for channels from the Gharra with a 50 Full Supply Factor, and 30 per cent. Kharif intensity for channels from the Panjnad with a 60 Full Supply Factor.

(*f*) In the Kharif period between 1st April and 15th October the shares of the various parties will be :—

—	Perennial capacity.		Non-perennial share capacity.		Total.		NON-PERENNIAL.		
							Addi-tional capa-city.	Total Maxi-mum capacity.	
	Cusecs.	Per cent.	Cusecs.	Per cent.	Cusecs.	Per cent.	Cusecs.	Cusecs.	Per cent.
From Gharra.									
British . . .	3,440	26·5	11,528	69·4	14,968	50·5	5,761	17,284	69.4
Bikaner . . .	2,144	14·7	..	..	2,144	7·3	..	..	..
Bahawalpur . .	7,416	58·8	5,088	30·6	12,504	42·2	2,545	7,633	30·6
TOTAL .	13,000	..	16,611	..	29,611	..	8,306	24,917	..
From Panjnad.									
Bahawalpur . .	1,032	..	6,378	..	7,410	..	3,189	9,567	..

5. The land required for the canals and works in connection with them shall be made over by the Government of each State traversed according to its own usage, all payments being made, in the case of land required for another party, by the British Government in accordance with regulations in force in the territory in which the land is required, the amount being dealt with as a part of the expenditure on the work concerned.

6. Compensation will be paid for any building or house injured by the works.

7. The entire cost of the headworks and connected works, inclusive of the cost subsequent to 1st January 1920 of any further surveys and of the preparation of the project, shall be borne by the British Government and the two States concerned in proportion to the equivalent perennial authorised canal capacity allocated to the parties concerned at the respective headworks. For the purpose of evaluating the equivalent authorised capacity one cusec of non-perennial capacity shall be deemed to be equivalent to ·75 of a cusec of perennial capacity.

Note.—Surveys do not include rectangulation for distribution purposes.

8. Each party will defray the entire expenditure on its own canals.

9. The States concerned shall supply annually to meet the cost of construction, while the works are in progress, a proportion of the estimated annual outlay on the various headworks and river training works according to their share of the total equivalent authorised canal capacity at these works as well as the whole of the funds required for the canals constructed on their behalf.

10. On the completion of the works an account will be drawn out by the British Government of the actual expenditure and a final statement will be prepared of the exact sum due from the several States concerned when each State will pay

or receive back any difference between its actual payments year by year and its ultimate share of the cost.

11. The above account of total cost will include the proper charges for surveys, establishment, etc., whether incurred by the British or either of the other Governments concerned; and credit will be given to each State for payments made by it directly.

12. Copies of such parts of the British accounts of the expenditure on construction will be furnished periodically to the Governments of the States concerned, so far as may be desired by them, and the States themselves will similarly furnish periodically accounts of any expenditure incurred by them directly.

13. The seigniorage to be paid by the Bikaner State to the British Government on the water supplied will be at a rate not exceeding one-tenth of the average water rate on the British Perennial Canal from the Gharra taken at Rs. 6-8 in the project at the commencement of irrigation.

14. The sum to be paid for each crop will be calculated on the area obtained by multiplying the mean discharge at the head of the Bikaner Canal during the crop and duties of 83·3 and 175 acres per cusec for Kharif and Rabi respectively.

15. No seigniorage will be demanded until the eleventh year after the admission of water into the Bikaner Canal and as long as the profits from the British Perennial Canal from the Gharra shall be so small as would render the seigniorage rate of 10 per cent. of the average water rate per acre unduly high, such seigniorage shall be proportionately reduced at the discretion of the British Government.

16. In cases of any falling off in the seasonal supply of water available in the river the British Government and the other States will share the actual supply according to the original shares fixed and the States shall have no claim for compensation from the British Government on account of any such reduction of the supply.

17. The British Government will have full and exclusive control of the distribution of the supplies at the canal heads and the Head Gauge Registers with discharges observed shall be held to be the authoritative data for calculating the quantity of water supplied.

If for purposes of accuracy of gauging and avoiding the influence of silt at the actual canal head the regulating gauge is placed a certain distance down the canal, the data obtained shall be taken to fulfil the conditions of the head gauge.

18. No party will have any claim for restitution of water not used by it when available.

19. The several parties shall pay the same share of the annual charges for the maintenance including extensions and improvements of the canal works as they pay of the first cost of the works and provide the funds annually as required.

20. The original construction of the canals with collateral works including distributaries shall be carried out by and under the control of a Chief Engineer appointed by the British Government whose sole charge shall be the construction

and working of this project, and separate Superintending Engineers shall be appointed for each State.

21. The maintenance and management of the headworks with their connected works and in the case of Bikaner the Main Line down to the State border shall rest entirely in the hands of the British Government.

22. The British Government undertake to maintain and to manage the canals and their distributaries on behalf of the States concerned for the first three years after their completion, but each State will distribute the supply from the outlets through its own Revenue Staff. After this period the system shall be handed over to the State, subject to the proviso that this period may be extended at the option of the State concerned.

23. On the initiation of construction, a programme of colonization shall be drawn up between the Chief Engineer and the Colonization Officer of the State, and the construction programme, as far as possible, shall be regulated to meet the requirements of the Colonization Officer.

24. During the period of construction, and the period of management referred to in paragraph 22 the details of the superintendence, powers of local officers and other matters connected with the management shall be settled by the Punjab Government and the Government of the States concerned, subject to the confirmation of the Government of India.

25. For purposes of administration the Canal Act, VIII of 1873, suitably modified shall be introduced by each State and offenders against the Act shall be made over by the canal officers for trial to the officers of the Government in whose territory the offence was committed.

26. The miscellaneous produce, such as wood and grass, etc., on joint head-works will be shared by the parties concerned in proportion to their share in the first cost.

27. The British Government reserves to itself the right of extending or altering the river works at any time in any way it pleases, on the understanding that the share of the water first assigned to the parties under this agreement shall not be diminished without their assent being obtained.

28. Until the State Canals have been handed over to the respective States for management it shall be the duty of the officers in charge to pay due attention to any representations of the Governments of the States concerned or of their officers and to carry out their wishes as far as may be practicable or advisable.

29. Provided that the supplies assured to Bahawalpur under this agreement are not reduced, the British Government, if it desires to do so, may take a canal from above the weir on the Panjnad into Sind.

On the assumption that a capacity of 7,500 cusecs wil be required for Sind a share of the cost of the Panjnad Head Works equal to $\frac{3,750}{9,565}$ will be borne by the British Government whether the canal is constructed or that tract or not.

If the canal is constructed the entire cost of construction of the canal will be borne by the British Government.

30. In case of any difference of opinion arising between any officer of the States concerned and the British Canal Officers on any matter relating to the management of the canal, it shall ordinarily be settled between the Government of the States and the Chief Engineer and in the event of their differing it shall be referred to the Lieutenant-Governor of the Punjab for decision.

31. If any difference of opinion shall arise between the Government of either of the States concerned and the Lieutenant-Governor of the Punjab as to the construction of this Agreement or any matter under it, a reference may be made to the Governor-General in Council, whose decision shall be final.

32. If within 4 months of receipt of debit, the States do not provide their share of the funds necessary for carrying out the works, for the proper maintenance of the Headworks and connected works and in the case of Bikaner, for the Bikaner Main Line also, the British Government shall have the power to stop or restrict supplies, until such time as payment is made.

33. The Governor-General in Council will at all times be ready to receive any representation from the Government of any of the States concerned, if such Government considers that the spirit of the present proposals are from any cause not fully acted up to by the officers of the Punjab Government on whom the immediate duty of carrying them out will devolve.

34. If at any time it is found desirable for the more efficient working of the canal system to store water on the Beas it shall be optional for the three parties to share the cost of the storage in proportion to the benefits to be received by them.

Executed at Simla, this fourth day of September 1920.

H. W. M. Ives,
Secretary to Government, Punjab,
Public Works Department, Irrigation Branch.

Rahim Bakhsh,
President, Council of Regency, Bahawalpur State.

Sadul Singh,
Public Works Member. Bikaner State.

K. Rustomji,
Home Member, Bikaner State.

As the project has already been under consideration for a very long time and we all most anxious to see it taken in hand as early as possible we are signing this Agreement, without carefully scrutinising some of the words and phrases

used which, from the *political point of view*, we would have preferred to see somewhat differently expressed. We, therefore, wish to make clear that by our signing this Agreement the rights of His Highness the Maharaja of Bikaner and His Highness the Nawab of Bahawalpur or their Governments to take up such matter of detailed phraseology at a subsequent date with the Government of India are not impaired or affected prejudicially in any manner.

RAHIM BAKHSH.

SADUL SINGH.

K. RUSTOMJI.

The 4th September 1920.

No. XIII.

TREATY between the HONOURABLE the ENGLISH EAST INDIA COMPANY and RAO SHEO SING, REGENT OF SEROHI, concluded by CAPTAIN ALEXANDER SPEIRS, AGENT at SEROHI, on the part of the HONOURABLE COMPANY by order of MAJOR-GENERAL SIR DAVID OCHTERLONY, BARONET, G.C.B., RESIDENT at MALWA and RAJPOOTANA, in virtue of full powers granted by the RIGHT HONOURABLE WILLIAM PITT, LORD AMHERST, GOVERNOR-GENERAL in COUNCIL, and on his own part by RAO SHEO SING, REGENT of SEROHI,—1823.

Whereas at this time Rao Sheo Sing, the Regent of Serohi and representative of the rulers of that principality, has solicited that the protection of the British Government may be extended to his country, and the British Government has satisfied itself that the State of Serohi is not politically dependent on any of the other Princes or Chiefs of Rajpootana, the request of the Rao has been complied with, and the following Articles have been agreed upon as a lasting engagement to define the relations between the parties, and to determine the terms and conditions of the alliance which will be adhered to by both governments as long as the sun and the moon shall endure.

ARTICLE 1.

The British Government consents to take under its protection, and to receive amongst the number of its dependent and tributary States, the chiefship and territory of Serohi.

ARTICLE 2.

The Regent Rao Sheo Sing on his own behalf, and in the name of the Rao, his heirs and successors, hereby acknowledges the supremacy of the British Government, and engages to discharge with fidelity the duties of allegiance, and to observe punctually the other conditions detailed in this engagement.

ARTICLE 3.

The Rao of Serohi will not form or maintain connections with any other States or Chiefs. He will not commit aggression on any one. If by accident disputes arise with a neighbour they shall be submitted to the arbitration and decision of the British Government. That Government undertakes also to arbitrate and adjust any claims which may be possessed or advanced by other States upon Serohi or *vice-versâ*, whether for lands, service, money, contributions, or otherwise.

ARTICLE 4.

The jurisdiction of the British Government shall not be introduced into the territories of Serohi, but the rulers thereof shall at all times attend to the advice of the officer of the British Government in the administration of their affairs, and act in conformity thereto.

ARTICLE 5.

The territory of Serohi having at this time become a perfect desert, in consequence of intestine divisions, the disorderly conduct of the evil-disposed portion of its inhabitants, and the incursions of predatory tribes, the Regent hereby expressly and specially engages to follow the counsel of the British authority in all his proceedings for the restoration of the prosperity of the country and the introduction of good order and regularity. The Regent likewise promises that he will use his most strenuous exertions, both now and hereafter, for the improvement of the country, the suppression of robbery and theft, and the due and efficient administration of justice to all his subjects.

ARTICLE 6.

If any of the Sirdars and Thakoors of Serohi shall commit offences or be guilty of disobedience, the same shall be punished by fine or confiscation of lands, or such other infliction as may be in each case determined on, in concert and concurrence with the Officers of the British Government.

ARTICLE 7.

All classes in Serohi, nobles and peasants, having with one voice declared that Rao Oodebaun, the former ruler, was justly deposed and thrown into confinement, with the approbation of all the Sirdars and Thakoors, on account of his tyranny and oppression to his subjects, and the Rao Sheo Singh being by all parties admitted to be the proper successor, the British Government will recognize the Rao Sheo Sing as Regent of the State during the time of his natural life, but after his decease, should there be any lawful heirs of Rao Oodebaun, they will succeed to the principality.

ARTICLE 8.

The State of Serohi shall pay such tribute to the British Government to defray the expenses incurred by undertaking its protection as may be determined on, at the expiration of three years from the date of this engagement, provided, however, that the amount thereof shall not exceed three-eighths or six annas of the annual revenues of the country.

ARTICLE 9.

With the view to the encouragement of trade and the promotion of the general welfare of the community it shall be competent to the Officers of the British Government to recommend such rates of transit duties and regulations for the collection of customs within the limits of the Serohi territory as may on further experience be judged expedient, and to interfere from time to time to enforce or amend the same.

ARTICLE 10.

When any detachment of British troops shall be employed in or near Serohi the Rao will, in the due discharge of his duty to the British Government, provide the same with all the needful supplies without charging any duty thereon. The Commanding Officer of such force will, on his part, use his best endeavours for the protection from injury of the crops and cornfields; and should it meet the views of the British Government to canton a force in Serohi it shall be optional with it to do so, and no dissatisfaction with the arrangement will be felt on the part of the Rao. So also should it be found necessary hereafter to raise for the service of the State of Serohi a corps, to be officered and disciplined by Europeans the Rao engages to adopt that measure to the extent of his means on the recommendation of the British Government: a liberal regard being had to the amount paid by him as tribute. The militia actually entertained by the Rao will be at all times ready to act in subordinate co-operation with the Officers of the British Government.

Done at Serohi, this 11th day of September, Anno Domini one thousand eight hundred and twenty-three.

SEAL OF RAO SHEO SINGH. AMHERST.

Ratified by the Right Honourable the Governor-General in Council, at Fort William, this 31st day of October, A.D. 1823.

GEO. SWINTON,

Secretary to Government.

No. XIV.

ENGAGEMENT of the RAO of SEROHI for the REPAYMENT of a LOAN,—1823.

The Right Honourable the Governor-General in Council having been pleased to authorize a loan not exceeding fifty thousand Sonat Rupees for three years

without interest to Maha Rao Sheo Sing, Regent of Serohi, for the specific purpose of entertaining and keeping up a small corps of Irregulars, to be employed for the police and revenue duties of the State under the advice and superintendence of the British Agent; Maha Rao Sheo Sing engages, after the expiration of three years from the date of the first payment to the troops, to commence the liquidation of such sums as he may have borrowed by mortgaging three-fourths of the customs duties.

Any difference in exchange or loss in raising the money to be borne by the Rao, it being clearly understood the repayment is to be made in a Rupee of equal value to the advance.

No. XV.

TRANSLATION of an ENGAGEMENT entered into by RAEE SING TACCOOR of NEEMBUDGE concluded at Serohi on Bysak Sood chut Sumbut 1880, corresponding with the 4th May, A.D. 1824.

On Bysak Sood Ekum Sumbut 1818, corresponding with the 29th April 1824, Raee Sing Taccoor and Prim Sing Taccoor of Neembudge having been reconciled, and having submitted themselves to Maha Rao Sea Sing of Serohi, hereby acknowledge his supremacy and subscribe to the following seven Articles of agreement which are to endure from generation to generation and to which no objections shall ever be made.

ARTICLE 1.

From produce of every description, whether of land, transit, or town duties from the village and puttah of Neembudge, six annas in the Rupee, or three-eighths, shall be paid to the Sree Durbar of Serohi. Fines and exactions of every description from the ryots to be discontinued.

ARTICLE 2.

Koonwur Oody Sing, the son of the Taccoor of Neembudge, wishes to obtain the rents of the villages of Girwur, Pornera, and Moongthullah, the jaghire of the late Taccoor Lakh Jee; at present that State is under Pahlanpoor protection, should it be restored to Serohi, this point will be decided by the Maha Rao agreeably to the rules of strict justice.

ARTICLE 3.

In Neembudge and its dependencies all affairs of revenue, justice, etc., shall be conducted in concert with the kamdars of Serohi; no injustice or oppression will be allowed.

ARTICLE 4.

Whenever the sirdars and the troops of Serohi assemble for any particular service the Taccoor of Neembudge in person and his troops shall also attend without making any excuse.

ARTICLE 5.

The Taccoor of Neembudge will not maintain or form connexions with any other State; he will not join in any disturbances which may take place in the Jodhpore-Pahlanpoor Territories amongst his brethren or the Kolies. If disputes should occur with any one he will acquaint the Durbar of Serohi and submit to the orders which he may receive.

ARTICLE 6.

The Taccoor of Neembudge to ensure tranquillity to his ryots will adopt every measure in his power to keep his Bheels, Kolies, and Meenahs in order. Whatever theft or robbery may take place on his estate he shall certainly make good.

ARTICLE 7.

The Durbar of Serohi has, for the maintenance and support of the Koonwur, Taccooranies, and female relations of the Neembudge Taccoor, exempted the under-mentioned eighteen wells from the payment of the sum chargeable on the other lands of his estate: no alteration in these shall ever take place.

List of Wells.

In the village of Dhowulloo	2
Do. do. Jejtiwara	2
Do. do. Onadrah	7
Do. do. Solundah	7
TOTAL	18

No. XVI.

CONDITIONS relating to the SANITARIUM at MOUNT ABOO,—1845.

ARTICLE 1.

That the site chosen for the Sanitarium be, if possible, within the lands attached to the Nukkee Talao (the lake).

ARTICLE 2.

That the soldiers be prevented from going into the villages or in any way molesting the inhabitants, and more particularly from dishonouring or insulting the women.

ARTICLE 3.

That killing of cows or bullocks, pea-fowl or pigeons, and the bringing of beef up the hill be strictly prohibited.

ARTICLE 4.

That the temples, shrines, &c., and their precincts be kept free from intrusion.

ARTICLE 5.

That the priests and fakeers remain unmolested.

ARTICLE 6.

That no trees on the top of Mount Aboo be cut down or injured without permission from the Rao or from the kamdar obtained through the Political Superintendent.

ARTICLE 7.

That the soldiers be forbidden to fish near the residence of the priests at the south-east corner of the lake.

ARTICLE 8.

That proper precautions be taken to prevent the soldiers being robbed, as the Rao could not consider himself responsible in such cases.

ARTICLE 9.

That measures be taken to prevent injury to the cultivation, crops, and other property. That the soldiers be forbidden to gather or destroy mangoes, jamuns, nectarines, honey, &c., the same being private property (except the carounda, which abounds, and to which they are welcome).

ARTICLE 10.

That no roads or footpaths be stopped up.

ARTICLE 11.

That the Rao be not called upon to assist the bazaar, but that all arrangements for the collections of supplies be made independently of his assistance.

ARTICLE 12.

That individuals, either European or Native, do not travel alone in the Serohi Territory without a guide as a defence against robbery; and that all guides, coolies, and labourers be paid according to the rates obtained in Serohi, and which were settled by Colonel Sutherland.

ARTICLE 13.

All labourers and coolies on Aboo to be paid agreeably to the rates there obtaining, and which were settled by Colonel Sutherland.

ARTICLE 14.

That the Anadra and Dumanee Ghats be the ones used by the soldiers.

ARTICLE 15.

If circumstances should arise to render further conditions or arrangements necessary that they should be made in communication with the Rao through the Political Superintendent. To prevent misapprehension I have given the above points in detail, though it will be perceived that they resolve themselves almost into the ordinary observances of troops on a march.

No. XVII.

TRANSLATION of a KHURREETA from HIS HIGHNESS the RAO of SEROHI to LIEUTENANT-COLONEL SIR H. M. LAWRENCE, K.C.B., AGENT to the GOVERNOR-GENERAL for the STATES of RAJPOOTANA, dated the 26th January 1854.

AFTER COMPLIMENTS.—The Serohi State is just now in debt, it is therefore my particular wish that the British Government should, for seven or eight years, direct its management, so as to bring the annual expenditure within the receipts, that the debts may be liquidated and the country brought into a thriving condition ; should the object desired not be obtained in the above-named seven or eight years, the period to be extended. This State has been saved by the British Government. I therefore trust to its kindness to adopt further measures for its improvement. Syud Niamut Ali (Vakeel) has been directed to accompany you as far as Neemuch ; he is well acquainted with the affairs of Serohi, both past and present, and can give information on all questions concerning it, &c., &c.

TRANSLATION of a KHURREETA from HIS HIGHNESS the RAO of SEROHI to LIEUTENANT-COLONEL SIR H. M. LAWRENCE, K.C.B., AGENT to the GOVERNOR-GENERAL for the STATES of RAJPOOTANA, dated the 11th February 1854.

AFTER COMPLIMENTS.—I have received your letter of the 3rd February (instant) (being a reply to one from me), informing me that before my request can be complied with it is necessary that you should be informed whether I am prepared to give my ready assent to all such arrangements as the Political Superintendent may consider necessary and advisable, reduction of expenditure, &c., &c., my own station and respectability being duly observed ; also whether I engage that no sort of impediment shall be offered to the Political Superintendent's entire management of affairs, and requiring an early answer to those propositions.

I fully understand your letter, and state in reply that my position being duly respected, I shall be extremely happy that the arrangements take place as proposed, and engage that there shall be no obstacles made to the Political Superintendent's arrangements during the period agreed on for his management.

Syud Niamut Ali, who is with you, is fully competent to give any information you may require on the above subject ; I consider him a well-wisher.

No. XVIII.

TRANSLATION of a KHUREETA from the RAO of SEROHI to the OFFICIATING POLITICAL SUPERINTENDENT, dated Sawun Sood Barus, Sumbut 1923, or 23rd August 1866.

I have duly received your khureeta dated 6th July 1866, in which you state that many more European gentlemen and men now reside on Aboo than used to be the case; that the native foreign population has greatly increased; and that owing to these circumstances the arrangements made by the late Rao are insufficient, and it is necessary that the powers of the Political Superintendent should be confirmed in the usual manner, &c., &c.

I quite agree in this, and I therefore concur that Act XLV of 1860, Act XXV of 1861, and Act VIII of 1859, and any Municipal Acts for conservancy and road-making be extended to Aboo and published in the Gazette.

TRANSLATION of a KHUREETA from the RAO of SEROHI to the OFFICIATING POLITICAL SUPERINTENDENT, dated the 22nd September 1866.

I have duly received your khureeta dated 27th August. I have already addressed you in my khureeta dated 23rd August, in which I have consented to the extension of Act XLV of 1860, Act XXV of 1861, Act VIII of 1859, and any Municipal Acts to Aboo and Anadra, and I now write to say that I likewise agree to all amendments or modifications which may be made in these Acts applying to Aboo and Anadra.

And further that Act VI of 1864, Act X of 1862, and Act XIV of 1859 be extended to these places, any revenue derived from stamps being expended on the Aboo roads and bazars.

The Supreme Government may also fix the powers of the Political Superintendent in civil and criminal matters. Any cases beyond those powers to be heard by the Agent, Governor-General, in whose Court also appeals from the Political Superintendent should be heard. I make, however, these provisos: *1st*, that any civil or criminal cases between Serohi subjects, either at Aboo or Anadra, be settled, as heretofore, by the Serohi Local Courts in accordance with our customs; *2nd*, that our religion and customs be not affected; *3rd*, that the above powers which I have made over to the Supreme Government may be withdrawn when I so wish it.

No. XIX.

TRANSLATION of a KHUREETA from HIS HIGHNESS the RAO of SEROHI to the address of the POLITICAL SUPERINTENDENT of that STATE, dated the 9th March 1867.

I have received your khureeta of the 7th March requesting my permission to the introduction of Act XI of 1865 to Aboo and Anadra. I consent to the

introduction of the said Act under the conditions detailed in my khureets of the 22nd September last.

No. XX.

EXTRADITION TREATY between the BRITISH GOVERNMENT and HIS HIGHNESS OMEID SINGH, RAO of SEROHI, his children, heirs and successors, executed on the one part by LIEUTENANT WILLIAM JAMES WEMYSS MUIR, POLITICAL SUPERINTENDENT of SEROHI, under authority from COLONEL WILLIAM FREDERICK EDEN, AGENT to the GOVERNOR-GENERAL for the STATES of RAJPOOTANA, in virtue of full powers to that effect vested in him by HIS EXCELLENCY the RIGHT HON'BLE SIR JOHN LAIRD MAIR LAWRENCE, BARONET, G.C.B. and G.C.S.I., VICEROY and GOVERNOR-GENERAL of INDIA, and on his own part by the RAO OMEID SINGH,—1867.

ARTICLE 1.

That any person, whether a British or Foreign subject, committing a heinous offence in British territory, and seeking shelter within the limits of the Serohi State, shall be apprehended and delivered up by the latter Government to the former on requisition in the usual manner.

ARTICLE 2.

That any person, being a subject of Serohi, committing a heinous offence within the limits of the Serohi State, and seeking asylum in British territory, will be apprehended and delivered up by the latter Government to the former on requisition in the usual manner.

ARTICLE 3.

That any person other than a Serohi subject, committing a heinous offence within the limits of the Serohi State, and seeking asylum in British territory, will be apprehended, and the case investigated by such court as the British Government may direct. As a general rule such cases will be tried by the Court of the Political Superintendent, in whom the Political supervision of Serohi may be vested.

ARTICLE 4.

That in no case shall either Government be bound to surrender any person accused of a heinous offence, except on requisition duly made by, or by the authority of the Government within whose territories the offence shall be charged to have been committed, and also upon such evidence of criminality as, according to the laws of the country in which the person accused shall be found, would justify his apprehension, and sustain the charge, if the offence had been there committed

ARTICLE 5.

That the following offences be deemed as coming within the category of heinous offences:

1. Murder.
2. Attempt to murder.
3. Culpable homicide under aggravating circumstances.
4. Thuggee.
5. Poisoning.
6. Rape.
7. Causing grievous hurt.
8. Child-stealing.
9. Selling females.
10. Dacoitee.
11. Robbery.
12. Burglary.
13. Cattle-theft.
14. Arson.
15. Forgery.
16. Counterfeiting coin or uttering base coin.
17. Criminal breach of trust.
18. Criminal misappropriation of property.
19. Abetting the above offences.

ARTICLE 6.

The expenses of any apprehension, detention, or surrender, made in virtue of the foregoing stipulations, shall be borne and defrayed by the Government making the requisition.

ARTICLE 7.

The above Treaty shall continue in force until either of the high contracting parties shall give notice to the other of its wish to terminate it.

ARTICLE 8.

Nothing herein contained shall be deemed to affect any treaty now existing between the high contracting parties, except so far as any treaty may be repugnant thereto.

Done at Serohi, this ninth day of October, in the year of Our Lord 1867, corresponding with the eleventh day of the light portion of the month Asoj, Sumbut 1924.

W. MUIR,

Poltl. Supdt. of Serohi.

Seal of the RAO of SEROHI.

JOHN LAWRENCE,

Viceroy and Govr.-Genl. of India.

This treaty was ratified by His Excellency the Viceroy and Governor-General of India at Simla, on the 21st October 1867.

W. MUIR,

Foreign Secy., India.

No. XXI.

Sirohee Salt Agreement, dated the 21st January 1879.

Ratified the 14th April 1879.

Article 1.

His Highness the Rao of Sirohee agrees to prevent absolutely the making of salt within the limits of the Sirohee State.

Article 2.

His Highness the Rao agrees to prevent the import into, and export from, the Sirohee State of any salt whatever other than salt upon which duty has been levied by the British Government.

Article 3.

No transit duty shall be levied within the Sirohee State upon salt upon which duty has been levied by the British Government.

Article 4.

In consideration of the faithful and effective observance of these conditions the British Government agree to pay to His Highness the Rao of Sirohee annually the following sums :—

For reasonable charges to be incurred in preventing the making of salt, and the illicit import or export of salt, Rs. 900 (nine hundred).

For compensation for the exemption from transit duties stipulated under Article 3, Rs. 900 (nine hundred).

Furthermore, the British Government agree to permit His Highness the Rao to purchase annually from the salt-works at Pachbadra and from the Luni Tract, for the consumption of the people of his State, thirteen thousand (13,000) British Indian maunds of salt. The British duty on the salt thus purchased shall be levied at half the full rate of duty at the time leviable at the works from which the salt is supplied. The British Government will endeavour to deliver this salt from Pachbadra and the Luni Tract, so long as salt is made at those two places, in such proportion as His Highness the Rao may require. This salt shall be forthwith removed into the Sirohee State and shall not be re-exported therefrom.

Article 5.

If any considerable stocks of salt be proved to exist within the Sirohee State when this Agreement comes into force the Rao will, if so required by the British Government, take possession of such stocks, and will give the owners thereof the option either of transferring the salt to the British Government at such equitable valuations as may be fixed by His Highness the Rao in concurrence with

the Political Agent, or of paying the said Agent such duty not exceeding two rupees eight annas per maund on such salt as the Governor-General in Council may fix. In the event of the owner aforesaid accepting the latter alternative, they shall be allowed to retain the salt on which the duty so provided may be paid, but not otherwise.

ARTICLE 6.

In the event of its being proved by experience that the arrangements made in accordance with this Agreement by His Highness the Rao of Sirohee for the safety of the British salt revenue are practically insufficient, or in the event of its being proved to the full satisfaction of the British Government that the quantity of salt provided for the consumption and use of the people of Sirohee in Article 4 is materially insufficient, this Ageement will be open to revision.

ARTICLE 7.

This Agreement is to come into force from a date to be fixed hereafter by the British Government.

No. XXII.

LETTER from the ASSISTANT SECRETARY to the GOVERNMENT of INDIA, FOREIGN DEPARTMENT, to the AGENT to the GOVERNOR-GENERAL in RAJPUTANA, No. 960-I.P., dated Fort William, the 7th December 1880.

With reference to the letter from this office, No. 3106-G., dated the 15th November 1878, I am directed to inform you that the Government of India are pleased to sanction the payment, as a special case, of rupees ten thousand (10,000) per annum to the Serohi Durbar as compensation for loss of transit duties on the completion of the railway between Ajmere and Ahmedabad.

2. This concession, I am to add, is granted on the condition that the Durbar abolishes all transit duties in the State, and also on the understanding that if at any future time the railway shall be found to have caused an increase of prosperity and revenue to the State the decision now communicated to you will be reconsidered.

No. XXIII.

SUPPLEMENTARY ARTICLE to the AGREEMENT for the SECURITY of the SALT REVENUE of BRITISH INDIA executed between the BRITISH GOVERNMENT and the SEROHI STATE on the 21st January 1879,—1882.

Whereas it is laid down in Article 6 of the Salt Agreement executed between the British Government and the Serohi State on the 14th April 1879 that in the event of its being proved to the full satisfaction of the British Government that the quantity of salt provided for the consumption and use of the people of Serohi

in accordance with Article 4 of the aforesaid Agreement is materially insufficient, the said Agreement will be open to revision; and whereas it has been found by experience and enquiry that the quantity of salt allowed, *viz.*, 13,000 maunds, is not sufficient for the consumption of the inhabitants of the Serohi State; it is hereby provided that the Dárbar may purchase, in future, 18,000 maunds of salt at the reduced rate of duty agreed upon by Article 4.

KAISREI SINGH,
Rao of Serohi.

P. W. POWLETT, *Lt.-Col.*,
Resident, Western Rajputana States.

RIPON,
Viceroy and Governor-General of India.

This supplementary Article was ratified by His Excellency the Viceroy and Governor-General of India, at Simla, on the twenty-sixth day of September A.D. one thousand eight hundred and eighty-two.

C. GRANT,
Secretary to the Govt. of India,
Foreign Department.

No. XXIV.

LETTER from the OFFICIATING UNDER-SECRETARY to the GOVERNMENT of INDIA, FOREIGN DEPARTMENT, to the AGENT to the GOVERNOR-GENERAL in RÁJPUTANA, No. 693-I., dated Fort William, the 23rd February 1884.

I am directed to acknowledge the receipt of your letter No. 3670-G. of the 3rd October 1883, on the subject of a proposed modification of the terms of the agreement with the Rao of Serohi in regard to salt arrangements.

2. In reply I am to say that the Government of India are pleased to sanction the modification proposed by you, whereby His Highness the Rao shall, in lieu of being permitted to purchase 18,000 maunds of salt annually for the use of his State at half-duty rates, receive an annual payment of Rs. 9,000 from the Government of India, on the distinct understanding that His Highness will free the salt trade in the Serohi State from all imposts of every description, and will notify the removal of imposts so as to ensure the merchants fully understanding it.

3. I am to enquire on what date or dates you would propose that the annual money payment should be made.

4. Referring to the 9th paragraph of your letter under reply, I am to say that a record of the change now made, and of its acceptance by His Highness the Rao of Serohi by a Kharita addressed to you, will be sufficient, without any formal modification of the treaty.

No. XXV.

AGREEMENT supplementary to the TREATY of 1867 regarding EXTRADITION,—1887.

Whereas a treaty relating to the extradition of offenders was concluded on the 31st October 1867 between the British Government and the Serohi State: And whereas the procedure prescribed by the Treaty for the extradition of offenders from British India to the Serohi State has been found by experience to be less simple and effective than the procedure prescribed by the law as to the extradition of offenders in force in British India: It is hereby agreed between the British Government and the Serohi State that the provisions of the Treaty prescribing a procedure for the extradition of offenders shall no longer apply to cases of extradition from British India to the Serohi State; but that the procedure prescribed by the law as to the extradition of offenders for the time being in force in British India shall be followed in every such case.

Done at Jodhpore, this third day of September in the year A.D. one thousand eight hundred and eighty-seven.

PERCY W. POWLETT, *Col.*,
Resident, Western Rajputana States.

SIGNATURE OF SEROHI VAKIL.

DUFFERIN,
Viceroy and Governor-General of India.

This Agreement was approved and confirmed by His Excellency the Viceroy and Governor-General of India at Fort William on the twenty-eighth day of March A.D. one thousand eight hundred and eighty-eight.

H. M. DURAND,
Secretary to the Govt. of India,
Foreign Department.

No. XXVI.

SANAD granted to HIS HIGHNESS RAO KESRI SINGH BAHADUR of SEROHI,—1889.

I hereby confer upon you the title of Maharao as an hereditary distinction.

LANSDOWNE,
Viceroy and Governor-General of India.

CALCUTTA;
The 1st July 1889.

No. XXVII.

SANAD granted to HIS HIGHNESS MAHARAO SIR KESRI SINGH BAHADUR, G.C.I.E., K.C.S.I., of SIROHI in RAJPUTANA,—1911.

I hereby confer upon you the title of Maharajadhiraja as an hereditary distinction.

HARDINGE OF PENSHURST,

Viceroy and Governor-General of India.

DELHI;

The 12th December 1911.

No. XXVIII.

AGREEMENT relating to the LEASE of certain LANDS on ABU,—1917.

Whereas the British Government and the Sirohi Darbar have deemed it expedient to enter into an agreement whereby the Sirohi Darbar shall lease to the British Government certain defined lands on Abu, it is hereby declared and agreed as follows :—

As a mark of his loyalty to the British Throne, His Highness Maharajadhiraja Maharao Sir Kaishree Singh Bahadur, G.C.I.E., K.C.S.I., of Sirohi, hereby on behalf of himself, his heirs and successors, leases and makes over the area specified and described in the accompanying Schedule and Map * to the British Government permanently with effect from the 1st October 1917.

In this document the term " Abu " means " the leased area at Abu " but the area to be so leased does not include the area referred to as Sirohi limits in the Schedule and Map.

The following conditions are also declared and agreed :—

(1) That the entire management of the said area with the exception of the Sirohi limits within the area referred to in the preamble and all the rights and privileges as well as full revenue, civil and criminal jurisdiction and all other powers of administration shall be vested in the British Government and that the said area shall be administered on behalf of the British Government by such officer or officers as the Governor-General in Council may appoint for the purpose.

(2) That the British Government shall pay to the Sirohi Darbar through the Agency Treasurer at Abu on the 1st day of October in every year, beginning from the 1st October 1917, a fixed annual rent of Rs. 25,000 (rupees twenty-five thousand) in addition to the sum of Rs. 2,000 (rupees two thousand) stipulated in condition 28 of this agreement as compensation for the closure of the Dilwara liquor shop or a total

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* Not reproduced.

sum of Rs. 27,000 (rupees twenty-seven thousand) without any deductions on any account whatsoever.

(3) That the British Government shall remit their present jurisdictional rights at Anadra and in the Bazar at Kharari (Abu Road) with the exception of such portions of the latter place (Kharari) as lie within railway limits proper or within the limits of the road between Kharari railway station and Abu.

(4) That the British Government shall retain jurisdiction over the road between Kharari railway station and Abu together with a strip of land 30 feet wide on each side of the road for the requirements of the Public Works Department and for traffic purposes of all kinds whatever. This condition will also apply to any diversion of the existing road or to any new road or railway that may be made with the approval of the Darbar from Abu to the plains. Any alignment thrown into disuse will revert with jurisdiction thereover to the Sirohi Darbar.

The measurement of the strip of land 30 feet wide on each side of the road shall be made superficially, that is along the surface of the ground, whether the surface be horizontal or not horizontal, provided that where any boulder or other protrusion or depression intervenes the measurement shall be made along the surface in accordance with the general lie of the land and shall not be affected by any such protrusion or depression; provided also that where any retaining wall or any other similar construction is already in existence for the support or protection of the road the strip of land 30 feet wide shall be measured from the base of such construction if it lies below the level of the road and from the top of such construction if it lies above the level of the road.

The Sirohi Darbar will impose no taxation on goods passing from Abu to the railway station at Kharari or on goods passing from the railway station at Kharari to Abu.

(5) That there shall be no contribution towards the Abu Municipality on the part of the Sirohi Darbar and the present contribution of Rs. 8,000 hitherto paid by the Sirohi Darbar towards the Abu Municipality shall cease.

(6) That the payment of tribute by the Sirohi Darbar to the British Government (Rs. 6,881-4-0) annually shall cease.

(7) That the Dak Bungalows at Oria and Anadra with the lands on which they stand shall be restored to the Sirohi Darbar with the condition that they may be maintained as Dak Bungalows, His Highness retaining a prior right to their use when needed for journeys of himself and family.

(8) That the rules for the guidance of the Courts of Vakils for Rajputana shall not apply to offences committed within the area hereby leased.

(9) That the Extradition Treaty (No. LXXXIX of 1867)* in force between the British Government and the Sirohi Darbar shall apply to the area hereby leased as if the said area were included in the term "British territory" and that for the purpose of this agreement the offences of "theft" and "smuggling liquor or hemp-drugs" shall be added to the list of heinous offences contained in Article 5 of the aforesaid Treaty.

(10) That the killing of cows or bullocks, pea-fowl or pigeons and the bringing of beef within the area hereby leased be strictly prohibited.

(11) That the temples and shrines, and their precincts be kept free from intrusion.

(12) That the priests and fakirs remain unmolested except in cases of their committing any breach of the laws.

(13) That fishing be forbidden near the residence of the priests at the south-east corner of the Nakki Lake.

(14) That the Darbar shall not be called upon to assist the Bazar, but all arrangements for the collection of supplies shall be made independently of their assistance.

(15) That no existing roads or footpaths in the leased area shall be stopped, without previous intimation to the Sirohi Darbar and a full consideration of any representation they may make in the matter.

(16) The Sirohi Darbar, in exercise of their sovereign or reversionary right in and over the area hereby leased shall be granted a reasonable royalty on all mines of any kind, excluding ordinary building stone quarries, that may be discovered and worked during the currency of the lease; and Government shall remit the royalty on stone and stone slabs supplied to the Sirohi Darbar from the quarries situated within the leased area.

(17) The members of the family of His Highness the Maharao Sahib shall be exempt from the jurisdiction of British Courts and the British Police within the area hereby leased.

(18) His Highness, his family members and his followers as well as their animals and means of conveyance shall be exempt from all Municipal taxation of any form within the leased area, and also His Highness' six chief officials (namely, Diwan or State Secretary, the Private Secretary to His Highness, the Vakil, the Revenue and Judicial Officers and the Superintendent of Customs and Excise) shall be exempt from all Municipal taxation of any form within the leased area.

Breaches of municipal rules and regulations committed by His Highness' followers shall be punished under His Highness' orders.

(19) The same rules under the Arms Act as apply in Rajputana regarding possession of arms and going armed on a journey shall apply, within the leased area, to the members of His Highness the Maharao's family, State jagirdars, officers and servants.

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* No. XX in this edition.

(20) That all goods, chattels or other supplies whatsoever for personal consumption or use brought into or exported from or passing through the area hereby leased for the Darbar and their family members shall be exempt from octroi customs or any other sort of duties levied or in future to be levied by the Municipality or the Government of India.

(21) That pilgrims shall not be hindered in passing through the area except under restrictions imposed by medical authorities in the interests of public health; and no special tax shall be imposed on them as such by the British authorities.

(22) The British officials at Abu will give all reasonable help in respect of Sirohi subjects disobeying or defying the authority of the Sirohi Darbar and taking shelter in Abu. The Sirohi Darbar will similarly give all reasonable help in respect of all persons disobeying or defying the British officials at Abu and taking shelter in Sirohi territory.

(23) Goods passing to and from Sirohi limits and other villages on Abu outside the leased area, shall be passed through the leased area free of duty when covered by the requisite permits from the British Customs officers.

(24) That the Sirohi Darbar shall be given the option of financing and owning any electric or steam tram or railway that may hereafter be constructed between the leased area and any existing main line of railway; always provided that the final decision as to the form of the scheme and the management thereof after completion remain with the British Government.

(25) The present arrangements in regard to the Abu Road (Kharari) dispensary shall cease, and the institution be handed over entirely to the Sirohi Darbar, provided that the Sirohi Darbar undertakes to maintain in charge of the Abu Road dispensary a qualified sub-assistant surgeon, who will work in co-operation with the plague inspection medical staff at Abu Road and will furnish the officers of Government through the Darbar officer at Kharari with all such information regarding epidemic disease, as may be required by them for the due protection of the Abu area from infection.

Provided also that the Darbar will continue to the Abu Road dispensary the grant which it at present receives totalling Rs. 1,000 per annum, *viz.* :—

	Rs.
Europe medical stores	500
Pay of menial establishment	204
Bazar medicines	100
Dieting charges, etc.	196

(26) The birthday of the Ruling Chief of Sirohi shall be observed on Abu as a holiday and his position shall be recognized by some public honour that shall be apparent to all the population such as the firing of salutes whenever there is a gun at Abu.

(27) That Treaty No. *LXXXV of 1845 and each and all other previous agreements in so far as jurisdiction at Abu has thereby been ceded by the Sirohi Darbar to the British Government are cancelled.

(28) That there shall be no "neutral zone" around the Abu station; but His Highness undertakes to close the existing Dilwara liquor shop in return for an annual payment of Rs. 2,000 (rupees two thousand) to the Sirohi State and to refrain from opening any other liquor shop within a three-mile radius of the boundary of the leased area. The British officials on Abu will likewise not open any liquor shop on the Abu cart road and will allow the existing Sirohi liquor shops at Chipaberi and Taleti at the foot of the hill on the Abu cart road to remain.

(29) That country and foreign liquors, opium and hemp drugs shall be allowed to be transported free of any tax whatever in sealed casks and packages through the area leased, under permits granted by the Magistrate of the leased area.

(30) The Government of India shall have the right to repair as at present, if they desire to do so, the road between Abu and Oria and the road between Abu and Anadra.

KAISHREE SINGH,
Maharao of Sirohi.

E. G. COLVIN,
Agent to the Governor-General in Rajputana.

CHELMSFORD,
Viceroy and Governor-General of India.

This agreement was ratified by His Excellency the Viceroy and Governor-General of India at Simla on the 6th day of October 1917.

J. B. WOOD,
Secretary to the Government of India in the Foreign and Political Department.

* No. XVI in this edition.

Schedule specifying the Boundaries of the Abu Area.

Pillar No.	Location of pillar.	Description of boundary line.	Bearing.	Distance of pillars direct.
1	On north edge of Abu-Oria road opposite entrance gate of Bikaner house.	....	....	....
2	On north edge of Abu-Oria road	Line 1-2 follows north edge of Abu-Oria road	Bearing— 1-2 is 58° 15′	1 to 2 1,250 feet.
3	To the west of the pilgrim road to Dilwara	Line 2-3 crosses the Abu-Oria road and runs in a south-easterly direction.	2-3 120° 0′	2 to 3 1,040 "
4	On the right bank of Nala	Line 3-4 crosses the pilgrim road to Dilwara.	3-4 96° 50′	3 to 4 440 "
5	To the south of "4-mile chakkar" road	Line 4-5 is straight	4-5 25° 5′	4 to 5 1,870 "
6	On the north edge of "4-mile chakkar" road	Line 5-6 is straight	5-6 48° 5′	5 to 6 208 "
7	On the north edge of "4-mile chakkar" road	Line 6-7 runs in an easterly direction following the north edge of "4-mile chakkar" road.	6-7 86° 0′	6 to 7 880 "
8	On the north edge of "4-mile chakkar" road	Line 7-8 follows the north edge of the "4-mile chakkar" road.	7-8 52° 5′	7 to 8 330 "
9	On east edge of "4-mile chakkar" road	Line 8-9 skirts round the hill following the east edge of "4-mile chakkar" road.	8-9 160° 5′	8 to 9 750 "
10	On east edge of "4-mile chakkar" road	Line 9-10 runs in a south-easterly direction following the east edge of the "4-mile chakkar" road.	9-10 138° 0′	9 to 10 560 "
11	On east edge of "4-mile chakkar" road	Line 10-11 continues to follow the outer edge of "4-mile chakkar" road.	10-11 126° 5′	10 to 11 470 "
12	On east edge of "4-mile chakkar" road	Line 11-12 runs in a southerly direction following the east edge of "4-mile chakkar" road.	11-12 177° 5′	11 to 12 690 "
13	On a hillock to the north of the footpath to Achalgarh	Line 12-13 runs to the east of the "4-mile chakkar" road and across the open.	12-13 202° 5′	12 to 13 770 "
14	On the top of a hillock	Line 13-14 crosses the footpath to Achalgarh and is direct.	13-14 152° 5′	13 to 14 1,700 "
15	On the top of a hillock	Line 14-15 is direct	14-15 100° 5′	14 to 15 1,710 "
16	On the top of Parak hill	Line 15-16 is direct	15-16 182° 5′	15 to 16 2,470 "
17	On the top of a hill	Line 16-17 is straight	16-17 220° 0′	16 to 17 2,770 "
18	On the top of Bhimalia hill	Line 17-18 is straight	17-18 205° 0′	17 to 18 2,580 "

Schedule specifying the Boundaries of the Abu Area—contd.

Pillar No.	Location of pillar.	Description of boundary line.	Bearing.			Distance of pillars direct.	
			Bearing—contd.				
19	On the top of a hill to the east and north of Abu cart road	Line 18-19 is straight	18-19 is	330°	0′	18 to 19	1,900 feet.
20	On the north edge of Abu cart road	Line 19-20 is straight	19-20	305°	0′	19 to 20	330 "
21	On the hill between the cart road and the old Abu road	Line 20-21 is straight	20-21	295°	0′	20 to 21	880 "
22	On the south edge of the old Abu road	Line 21-22 is straight	21-22	295°	0′	21 to 22	560 "
23	On the west edge of the old Abu road	Line 22-23 follows south edge of old Abu road	22-23	272°	0′	22 to 23	2,640 "
24	At the north base of the hill to the south of Abu High School	Line 23-24 contours round the hill	23-24	307°	0′	23 to 24	820 "
25	At the north base of the hill to the south of Abu High School	Line 24-25 contours round the hill	24-25	279°	0′	24 to 25	125 "
26	To the west of the hill south of Abu High School	Line 25-26 contours round the hill	25-26	315°	5′	25 to 26	1,350 "
27	On the top of a hill between Dhotigarh and Abu High School lake.	Line 26-27 is straight	26-27	281°	0′	26 to 27	2,530 "
28	On the top of Dhotigarh	Line 27-28 is straight	27-28	260°	0′	27 to 28	1,160 "
29	To the north of Hanumanji's temple and close to the footpath to Gaimukh on the west.	Line 28-29 is straight	28-29	17°	30′	28 to 29	880 "
30	To the west of the Nallah	Line 29-30 is straight	29-30	302°	0′	29 to 30	100 "
31	On the south edge of road from Gaimukh to Palanpur point	Line 30-31 is straight	30-31	242°	0′	30 to 31	1,540 "
32	On the south western edge of the same road	Line 31-32 follows south edge of road from Gaimukh to Palanpur point.	31-32	281°	5′	31 to 32	880 "
33	On the western edge of the same road	Line 32-33 follows south edge of road from Gaimukh to Palanpur point.	32-33	328°	0′	32 to 33	440 "
34	To the west of the same road	Direct line	33-34	268°	25′	33 to 34	1,800 "
35	To the west of the same road	Direct line	34-35	345°	0′	34 to 35	2,000 "
36	To the west of Palanpur point	Direct line	35-36	305°	0′	35 to 36	440 "
37	To the west of road from Palanpur point to Sunset point	Line 36-37 has a bearing of 15° for the first 1,000 ft. of its length and 21° for the remaining 700 ft.	36-37	19°	0′	36 to 37	1,700 "
38	Near Sunset point	Direct line	37-38	348°	0′	37 to 38	880 "
39	On the west edge of Bailey's walk	Direct line	38-39	10°	0′	38 to 39	1,800 "

40	On the spur to north-west of Bailey's walk	Direct line	39-40	31° 5′	39 to 40	1,060 "
41	On the spur to north-west of Bailey's walk	Direct line	40-41	327° 5′	40 to 41	440 "
42	On the spur to north-west of Bailey's walk	Direct line	41-42	252° 5′	41 to 42	440 "
43	On Robert's spur	Direct line	42-43	346° 0′	42 to 43	800 "
44	Close to Anadra gate on the west edge of the Anadra-Abu road .	Direct line	43-44	30° 0′	43 to 44	1,210 "
45	On the west edge of road from Anadra to the "Crags" . .	Direct line	44-45	30° 0′	44 to 45	900 "
46	Near the "Crags"	Direct line	45-46	36° 0′	45 to 46	880 "
47	On the hills between the Crags and Adhar Devi . . .	Direct	46-47	24° 45′	46 to 47	700 "
48	On the hills between the Crags and Adhar Devi . . .	Direct	47-48	60° 0′	47 to 48	1,000 "
49	On the hills between the Crags and Adhar Devi . . .	Direct	48-49	49° 50′	48 to 49	1,000 "
50	On the hills between the Crags and Adhar Devi . . .	Direct	49-50	143° 0′	49 to 50	770 "
51	On the hills between the Crags and Adhar Devi . . .	Direct	50-51	109° 0′	50 to 51	580 "
52	To the north of the "Crags" road	Direct	51-52	173° 5′	51 to 52	1,160 "
53	On the north side of junction of the Crags road and the Dilwara-Nakki Lake road.	Direct	52-53	107° 30′	52 to 53	300 "
54	Near the junction of the Abu-Oria road and the Dilwara-Nakki Lake road.	Line 53-54 follows the north edge of Dilwara-Nakki Lake road,	53-54	36° 0′	53 to 54	1,700 "
1	On the north edge of Abu-Oria road opposite entrance gate of Bikaner house.	Line 54-1 follows the north edge of road from Nakki Lake to Dilwara,	54-1	47° 0′	54 to 1	470 "

The Sirohi Enclave limit within the jurisdiction area will be as follows :—

(1) On the *north* and *east* beginning from the south-east corner of the crossing of the road from the Residency to the new Sirohi House with the road to the south of the Polo Ground, the boundary runs along the south edge of the latter, then skirting past and leaving the stone quarry near the Tonga Terminus outside the Enclave goes along the south-west edge of the Abu cart road as far as the boundary of the Bharatpur House.

(2) On the *south*, the boundary is demarcated by the line of pillars of the new Sirohi House running south-west for about 3,000 feet and then south-east for about 1,400 feet.

(3) On the *west* beginning from the south-east corner of the crossing referred to in (1) the boundary runs in a southerly direction along the east edge of the road from Residency to the New Sirohi House embracing the triangular plot in front of the Old Sirohi House, and then follows the west boundary of the New Sirohi House.

KAISHREE SINGH,
Maharao of Sirohi.

E. G. COLVIN,
Agent to the Governor-General in Rajputana.

CHELMSFORD,
Viceroy and Governor-General of India.

VI.—EASTERN RAJPUTANA STATES AGENCY.

The headquarters of the Political Agent, Eastern Rajputana States, are at Bharatpur.

(1) KOTAH.

The principality of Kotah is an offshoot from Bundi, and was formed about 1579, when Madho Singh, second son of Rao Rattan Singh of Bundi, conquered the country round the present city of Kotah, and held it under a grant from the Emperor Jehangir. The limits of the State were subsequently extended by conquest to the east and south, and the State continued in the family of Madho Singh until the time of Umaid Singh, when the British Government formed their first connection with Kotah. Like all the other Rajput States, Kotah had been despoiled by the Mahrattas, and was under obligations, which it was too poor to fulfil, to pay tribute to each of the three great Mahratta families of Malwa, the Puars, Scindia and Holkar, as well as to the Peshwa.

Kotah was saved from absolute ruin by the talents of the Minister, Raj Rana Zalim Singh, into whose hands Maharao Umaid Singh surrendered all power. In the course of forty-five years he raised Kotah to the position of one of the most powerful and flourishing States in Rajputana. Kotah was one of the first of the Rajput States to co-operate with the British Government for the suppression of the Pindaris in 1817. Through Zalim Singh a Treaty (No. I) was concluded with the Maharao in December 1817, by which Kotah was taken under the protection of the British Government: the tribute formerly paid to the Mahrattas was made payable to the British Government, who accounted to Scindia for his share; and the Maharao was to furnish troops, according to his means, when required. A supplementary Article was added to the Treaty, vesting the principality in Maharao Umaid Singh and his heirs, and the administration in Raj Rana Zalim Singh and his heirs, in regular succession and perpetuity. The tributary claims on Shahabad, the personal estate of Zalim Singh, were remitted on Kotah restoring to Mewar some lands held from that State as security for a bond debt of nine lakhs of rupees. The fidelity and active zeal of Zalim Singh in the Pindari war were further rewarded in 1819 by the permanent annexation to the State (No. II) of four districts ceded by Holkar. It was at first intended to make a separate grant of these districts to the Minister; but he insisted that they should be annexed to the Kotah State.

During the life of Maharao Umaid Singh no inconvenience was felt from the arrangements made by the Treaty of 1817, by which the titular

rulership was guaranteed to one person and the *de facto* rulership to another; but on his death in 1820 his successor, Kishor Singh, attempted to secure the actual administration by force. Kishor Singh was defeated by a British force, and in 1821 entered into an Engagement (No. III) under which he received an allowance of about Rs. 1,64,877, and recognised the perpetual succession to the administration of Zalim Singh and his heirs.

Zalim Singh died in 1824, and his son Madho Singh succeeded him. The unfitness of Madho Singh for office was a matter of notoriety; but he received undisputed charge of the administration under the Treaty. In 1828 Maharao Kishor Singh died and was succeeded by his nephew Ram Singh. In 1834 disputes between Ram Singh and his Minister Madan Singh, the son and successor of Madho Singh, broke out afresh. There was danger of a popular rising for the expulsion of the Minister; and it was therefore resolved, with the consent of the Ruler of Kotah, to dismember the State and to create the new principality of Jhalawar as a separate provision for the descendants of Zalim Singh. Seventeen parganas, yielding a revenue of twelve lakhs of rupees, were made over to Madan Singh. This arrangement formed the basis of a new Treaty (No. IV) concluded with Kotah in 1838. The Maharao's tribute was reduced by Rs. 80,000, which sum was to be paid by Jhalawar, and he agreed to maintain an auxiliary force at a cost of not more than three lakhs of rupees. It was with much reluctance that the Maharao agreed to the formation of this force; and, in consequence of his repeated remonstrances, the payment for it was reduced to two lakhs in 1844, and it was agreed that, if this sum should prove insufficient, the difference would be paid from the Kotah tribute. At the same time the Maharao was warned that, if he failed to make his payments punctually, a territorial security would be required both for the tribute and for the payments for the auxiliary force.

The auxiliary force, which was known as the Kotah Contingent, mutinied in 1857. The Maharao's troops also mutinied and murdered the Political Agent and his two sons at the Kotah Residency, the Maharao himself making no earnest attempt to render him assistance. In 1857 the Kotah Contingent was disbanded and the Deoli Irregular Force, which later became the 42nd Deoli Regiment, was raised to take its place. In 1921 this Regiment was disbanded and in 1922 was replaced by the Mina Corps, which now represents the Kotah Contingent.

In 1862 the Ruler of Kotah received a Sanad of Adoption (*see* Part I, No. VIII).

Ram Singh died in 1866 and was succeeded by his only son Bhim Singh, who took the family name of Shatru Sal.

In 1867 the Ruler of Kotah was granted a permanent salute of 17 guns.

In 1869 an Extradition Treaty (No. V) was concluded with Kotah providing for the mutual surrender of criminals. This was modified in 1887 by an Agreement (No. VII) which provided that, in the extradition of offenders from British India to Kotah, the procedure for the time being in force in British India should be followed.

For some years before the death of Ram Singh, the affairs of Kotah had been in an unsatisfactory condition. The administration was conducted by irresponsible and unprincipled ministers, and the debts of the State at his death amounted to 27 lakhs. Some slight improvement took place on Shatru Sal's succession, but it was not of long duration. The tribute and military contribution due to the British Government fell repeatedly into arrears, and the debts of the State increased to 80 lakhs. The intemperate habits of the Maharao unfitted him for the administration, which was entrusted to unworthy favourites who committed gross acts of cruelty and oppression and embezzled the revenues of the State. While earnestly advising the Maharao to adopt reforms, the British Government were unwilling to interpose by direct action so long as there was a hope of effecting the necessary improvements through the Maharao. At last the Maharao himself, despairing of being able to effect a reform, voluntarily requested the interference of the British Government, and intimated his willingness to receive an Indian Minister nominated by them, and to adopt any administrative measures that might be considered necessary. Accordingly in 1874 Nawab Faiz Ali Khan Bahadur, formerly Minister of Jaipur, was appointed to administer the Kotah State subject to the general advice and control of the Agent to the Governor-General. Shatru Sal was prohibited from all interference in the affairs of the State, and a suitable allowance was assigned for his support.

On the retirement of Faiz Ali Khan in 1876, the administration of the State was placed in the hands of a British Political Agent assisted by a Council; but, after the Maharao had to some extent reformed, it was decided that he should be consulted on matters of importance, and certain departments were placed under his special directions. The State debts were steadily paid off by instalments and eventually were completely liquidated.

In 1881 the Darbar abolished all transit duties throughout the State, except duties on opium and intoxicating drugs.

In 1882 an Agreement (No. VI) was concluded with the Darbar for the suppression of the manufacture of edible salt within the State, the prevention of the consumption and import of any but British duty-paid salt, and the abolition of all taxes thereon. In return the British Government undertook to pay the Maharao Rs. 16,000 annually; to certain jagirdars and others, through the Maharao, Rs. 3,175 annually and a sum of Rs. 15,905 as compensation to others for the loss of their rights.

Shatru Sal died on the 11th June 1889, and was succeeded by the present Maharao, his adopted son Udai Singh, who took the family name of Umaid Singh. He was born on the 5th September 1873, and was installed in December 1892 and invested with full powers in December 1896.

On the 1st January 1899 15 out of the 17 parganas, alienated in 1838 in order to form the principality of Jhalawar, were restored by the British Government to Kotah in consequence of the deposition of Maharaj Rana Zalim Singh of Jhalawar, and the extinction of the direct line of the first Raj Rana Zalim Singh. To provide for the family to which the latter belonged, and also for some nobles and subjects whose transfer to Kotah was considered undesirable, a new State was created out of the remainder of the old State, consisting of the Chaumehla, the Patan Tahsil and a part of Suket.

In February 1899 an Agreement (No. VIII) was concluded between the Maharao and the Indian Midland Railway Company, for the working of the Kotah section of the Guna-Baran Railway. In 1901, in consequence of clauses 28 and 29 of an Agreement concluded in 1900 between the Secretary of State and the Great Indian Peninsula Railway Company, clauses 15 and 18 of the Agreement of 1899 were modified with the consent of the Kotah Darbar.

In 1901 the Darbar agreed to the introduction in the State of the postal unity scheme: and in the same year the local currency was replaced by British currency.

In 1904 the Darbar agreed to surrender land, free of charge, for the construction and working of the Nagda-Muttra Railway.

In 1911 an Agreement (No. IX), supplementary to the Railway Agreement of 1899, was concluded between the Maharao and the Secretary of State. Under this Agreement the Secretary of State became a party to the Agreement of 1899 in place of the Indian Midland Railway Company, which was merged in the Great Indian Peninsula Railway "Company. In 1913, owing to the adoption by the Railway Administra-" tions in India of the official instead of the calendar year, clause 1 of the Agreement of 1899 was revised. In 1918 clauses 15 and 18 of the Agreement of 1899, as revised in 1901, were further modified.

On the outbreak of the Great War the Maharao placed all the resources of his State at the disposal of the British Government and offered his personal services.

In 1921 Maharao Umaid Singh was granted a personal salute of 19 guns.

In 1922 the State enacted laws and regulations to give effect to the provisions of the International Opium Convention of 1912.

Extradition arrangements have been effected between Kotah and several other States both in and outside Rajputana. A list of these is given in Appendix I.

The area of the State is 5,684 square miles; the population, according to the Census of 1921, 630,060; and the revenue Rs. 50,88,000.

The tribute payable by the State to the British Government is Rs. 2,34,720, in addition to the contribution of two lakhs of rupees for the maintenance of the Mina Corps at Deoli.

The troops which the Maharao is allowed to maintain are limited to 15,000 men of all descriptions. The military forces consist (1929) of 278 Cavalry, 1,670 Infantry and 209 Artillery men with 118 serviceable and 75 unserviceable guns. The State also maintains 1,410 Armed Police. In 1929 the Kotah Darbar agreed to reorganise the State Forces and the organisation of an A class battalion of Infantry was started from the 15th October 1929.

Kotah Kotris.—The Kotah State pays a tribute of Rs. 14,397-13 to Jaipur for certain fiefs* or *Kotris*. These fiefs were originally assigned by, and subject to, Bundi, to whom the adjacent fortress of Ranthambhor also belonged. When Ranthambhor was made over to the Emperor of Delhi, annual payments were exacted from the holders of the fiefs in return for the protection afforded them by the fort. About 1760 the Governor of Ranthambhor, rather than let it fall into the hands of the Mahrattas, made it over as a trust to Jaipur, who claimed a continuance of the payments. The visits of the Jaipur troops for the purpose of collecting the dues from the fiefs proving a source of annoyance to Bundi, Zalim Singh, Regent of Kotah, undertook in 1823, with the concurrence of the British Government, the regular payment of the tribute; the allegiance of the fiefs was thus transferred from Bundi to Kotah. In 1862 it was decided that Jaipur was entitled to interest for arrears of the tribute; and, as the payments became more and more irregular owing to the disorganisation of the K[illegible]h State, the Darbar were required in 1871 to satisfy the demands of Jaipur without further delay. The 1st November was fixed upon as the date in each year on which the payment should be made, and it was decided that interest at the rate of 6 per cent. per annum should be [illegible]arged on all payments not made within one month of that date.

	Rs.	a.	p.
* Indargarh	6,969	6	0
Khatauli	3,982	8	0
Gainta	193	9	0
Pipalda	663	12	0
Karwar	331	14	0
Balwan	1,128	6	0
Antarda	1,128	6	0
	14,397	13	0

(2) KARAULI.

This State formerly paid a tribute of Rs. 25,000 to the Peshwa, by whom it was ceded in 1817 to the British Government under the 14th Article of the Treaty of Poona (*see* Vol. VII, The Peshwa, No. XV). The Maharaja had made over the village of Machalpur and its dependencies to the management of the Peshwa in lieu of the tribute; but as it was inconvenient for the British Government to take possession of villages so isolated, the tribute was relinquished in November 1817, at the time of the conclusion of the Treaty (No. X) by which the State of Karauli was taken under the protection of the British Government. In consideration of the relinquishment of the tribute, Maharaja Harbaksh Pal bound himself by the 5th Article of the Treaty to furnish troops at the requisition of the British Government according to his means. When the treaty was being considered, the Maharaja asked for a guarantee that some of his old possessions south of the Chambal, then under the government of Scindia, should be restored to him, subject to an annual tribute, if they should ever come into the possession of the British Government; but his wish could not be acceded to. In 1825, when Durjan Sal rebelled against his cousin Balwant Singh, the legitimate heir to the State of Bharatpur, the rebel was supported by the Maharaja of Karauli. After the fall of Bháratpur, however, the Maharaja made humble professions of submission, and it was not thought necessary to take serious notice of his conduct.

Beyond the adjustment of some boundary disputes between Karauli and Jaipur, no communications of any importance took place with Karauli till the death of Harbaksh Pal in 1838. He was succeeded by his adopted son Partab Pal, who died in 1848, leaving no son and no near male relative. In consequence of the factions which prevailed during the rule of Partab Pal, a British officer was on four occasions deputed to Karauli to mediate between the parties, but without much success. Narsingh Pal, a minor, was adopted by the family as the successor of Partab Pal: and, although there were many disputes regarding the guardianship of the boy, there was none regarding his selection. The Karauli State was at this time in debt to the British Government, and the recognition of the adoption of Narsingh Pal was withheld till the first instalment should be paid. This debt was originally incurred by the Maharaja of Karauli to the State of Bharatpur, which was indebted to the British Government. In arranging for the liquidation of the Bharatpur debts Government gave credit for the amount due from Karauli, and took upon itself to recover it from Karauli. In 1844 the Karauli debt amounted to Rs. 1,54,312. Very advantageous terms were given to the Maharaja; he was allowed twelve years to pay off the debt by instalments, and no interest was to be charged except on instalments remaining unpaid. Up to 1847, however,

nothing had been paid: and a further period of a year and a half was allowed before the first instalment should be demanded. After some delay Narsingh Pal offered payment of the first instalment; but, as the offer was not made unconditionally, and the money was advanced by a speculator for employment in Karauli, it was not accepted. The factions at Karauli, however, were daily gaining strength; and Government therefore deemed it expedient to recognise the succession of Narsingh Pal, warning him at the same time that payment of the debt would be exacted. As mediation between the factions had hitherto been unsuccessful, it was determined to send a British Agent to Karauli to control all parties and exercise the direct management of affairs.

Narsingh Pal died in 1852, having adopted on the day before his death a distant kinsman named Bharat Pal. It was first proposed to treat the State as a lapse, but finally the adoption of Bharat Pal was recognised. In the meantime a strong party was formed in favour of Madan Pal, a nearer relative, whose claim was supported by the opinions of the Rulers of Jaipur, Bharatpur, Alwar and Dholpur. An inquiry was ordered, and it was ascertained that the adoption of Bharat Pal was informal by reason of the minority of Narsingh Pal and the omission of certain necessary ceremonies. As Madan Pal was nearer of kin than Bharat Pal and was accepted by the Ranis, by nine of the most influential Thakurs, by three-fourths of the minor feudal retainers of the State, and by the general feeling in the State, he was recognised in 1854 as successor to the Karauli State. The direct interference of the Political Agent in the internal administration was withdrawn, and the Agency was removed in 1855; but Madan Pal was warned that, in the event of his failing in the regular payment of the annual instalment of the debt, then reduced to Rs. 94,312, one or more of his districts would be sequestrated for a time by the British Government till the whole of the debt should be liquidated.

Madan Pal rendered good service in the mutiny, in consideration of which the sum of Rs. 1,17,000, due by him to the British Government, was remitted and, among other rewards, a *khillat* was conferred on him.

In 1859, in consequence of the pecuniary embarrassments of the State, a Political Agent was deputed as a temporary measure to assist and advise the Maharaja in the adjustment of his debts. The Agent was withdrawn in 1861.

In 1862 the Ruler of Karauli received a Sanad of Adoption (*see* Part I, No. VIII): and in 1867 was granted a permanent salute of 17 guns.

In 1868 an Extradition Treaty (No. XI) was concluded with the State for the mutual surrender of criminals in certain cases. This was modified in 1887 by an Agreement (No. XIII), which provided that,

in the extradition of offenders from British India to Karauli, the procedure for the time being in force in British India should be followed.

Madan Pal died in 1869, when his nephew Rao Lachhman Pal of Hadoti was recognised as his successor. Lachhman Pal, however, died before his installation, and the choice of the leading persons in the State fell upon Jaisingh Pal, a descendant of Kirat Pal, second son of Maharaja Dharam Pal, the common ancestor of the family. Jaisingh Pal was the nearest of kin to Maharaja Madan Pal, with the exception of his own grandfather, who was still alive, but had resigned the Raoship of Hadoti in his grandson's favour. The Rao of Hadoti is looked upon as the next heir to the Karauli *gaddi* in the event of failure of direct heirs. The choice was confirmed by the British Government.

Jaisingh Pal died in 1875, and the succession of Rao Arjun Pal of Hadoti was recognised by the British Government.

Sujan Pal, second cousin of Maharaja Jaisingh Pal, laid claim to the *gaddi* of Karauli and, on the rejection of this claim, to the Raoship of Hadoti. A reference to the principal Thakurs resulted in their unanimous decision that Bhim Pal, nephew of Arjun Pal, was the rightful successor to the Raoship of Hadoti.

In 1877, at the Delhi Assemblage, the Government of India decided, as a mark of favour, to remit the interest due upon the amount of debt then owing by the Karauli State. The Ruler was also given 3 six-pounder guns on certain conditions.

In 1881, owing to financial difficulties in the State, a temporary change was made in the administration by the transfer of the Ruler's authority to a Council with full powers to administer the State under the general control of the Political Agent.

In 1882 an Agreement (No. XII) was concluded with the Karauli Darbar for the suppression of salt manufacture in the State, the prevention of the import and consumption of any salt excepting that on which British duty had been levied, and the abolition of all State duties thereon. In return, the British Government engaged to pay the Maharaja Rs. 5,000 a year, and to deliver at Sambhar, free of duty and cost, 50 maunds of salt for his personal use. The Government subsequently agreed to pay Rs. 694-15-0 annually to certain jagirdars as compensation.

In 1884 the Darbar abolished all transit duties. save on opium and intoxicating drugs, throughout the State.

Arjun Pal died in 1886, and was succeeded by his nephew Bhanwar Pal the Rao of Hadoti. The administration of the Karauli State continued, however, to be carried on by the State Council under the general supervision of the Political Agent; but in June 1887 the Maharaja was given increased powers, subject to certain conditions. In June 1889

the State was cleared of all debts, and Maharaja Bhanwar Pal was invested with full powers.

In 1904 the Darbar agreed to cede land free of charge for the construction and working of the Nagda-Muttra Railway.

In 1906 British currency was introduced into Karauli in place of the State coinage.

In the same year, the State having again become indebted, control over its finances was temporarily placed in the hands of the Political Agent, Eastern Rajputana States. This arrangement continued till 1917. The State became free from debt in August 1923.

On the outbreak of the Great War the Maharaja placed all the resources of his State at the disposal of the British Government.

In 1922 the State enacted laws and regulations to give effect to the provisions of the International Opium Convention of 1912.

Maharaja Bhanwar Pal died on the 3rd August 1927, leaving no heir either direct or adopted, and was succeeded on the 21st August by the present Maharaja Bhom Pal, Rao of Hadoti, born on the 18th June 1866. His Majesty the King-Emperor's recognition of his succession was conveyed to him in a Kharita presented at a Darbar held on the 21st August 1927.

Extradition arrangements have been concluded by Karauli with other States both in and outside Rajputana. A list of these is given in Appendix I.

The area of the State is 1,242 square miles; the population, according to the Census of 1921, 133,730; and the revenue Rs. 7,10,000.

The military forces of the State consist (1929) of 72 Cavalry, 955 Infantry and 25 Artillery men with 35 serviceable and 21 unserviceable guns. The State also maintains a Body Guard of 100 men, called the Bhanwar Body Guard.

(3) Bharatpur.

This Jat principality was founded by a freebooter named Birj, who held the village of Sinsani in the pargana of Dig; but the extension of the power of the State during the decline of the Moghul Empire was chiefly due to his great-grandson Surajmal, who was killed in 1763. Surajmal left five sons, three of whom ruled the State of Bharatpur in succession. During the rule of the third son Nawal Singh, the fourth son, Ranjit Singh, rebelled and called in the aid of Najaf Khan, who stripped the family of all their possessions except the fort of Bharatpur which was held by Ranjit Singh. At the intercession of the widow of Surajmal, however, he restored to the family lands yielding nine lakhs of rupees. On the death of Najaf Khan, Scindia possessed himself of all his territories including Bharatpur; but again at the intercession of the widow of Surajmal, he gave Ranjit Singh eleven parganas yielding ten lakhs of rupees, to which three parganas yielding four lakhs were

subsequently added as a reward for services rendered to General Perron. These fourteen parganas now constitute the State of Bharatpur.

At the beginning of the Mahratta war in 1803, the British Government concluded a Treaty (No. XIV) with Ranjit Singh, and in October 1803 conferred upon him the districts of Kishangarh, Kattawa, Rewari, Gokul and Sahar. After the battle of Dig, Holkar took refuge in the fort of Bharatpur, whither he was pursued by Lord Lake. His surrender was demanded, but Ranjit Singh refused to give him up, and the fort was besieged. Ranjit Singh made a memorable defence and repelled four assaults with a loss to the besiegers of 3,000 men. Fearing eventual defeat, however, and being unable from the exhaustion of his resources to continue the war, Ranjit Singh surrendered the fort and agreed to expel Holkar from his territories. A new Treaty (No. XV) was concluded with him in 1805, by which he agreed to pay an indemnity of twenty lakhs of rupees, seven lakhs of which were subsequently remitted; while the Company confirmed to him the territories formerly in his possession prior to the accession of the English Government. The parganas which had been granted to him in 1803 were resumed.

Ranjit Singh died in 1805, leaving four sons; he was succeeded by the eldest, Randhir Singh, who died in 1823 and was succeeded by his brother Baldeo Singh, who died eighteen months later. His son Balwant Singh, then 6 years old, was recognised as heir by the British Government, but was imprisoned by his cousin Durjan Sal, who also advanced a claim to the *gaddi*. While professing to leave the decision of his claims to the British Government, Durjan Sal made preparations to maintain them by force, and was secretly supported by the neighbouring Rajput and Mahratta States.

The disputed succession threatened a protracted feud: and in 1826 the British Government determined to depose the usurper and to place Balwant Singh in power. The fort of Bharatpur was stormed and dismantled, Durjan Sal was carried a prisoner to Allahabad, and Balwant Singh was established in the succession, under a regency.

In 1835 Balwant Singh was given charge of the administration. He died in 1853, and was succeeded by his only son Jaswant Singh, during whose minority the administration was conducted by a Council under the superintendence of a Political Agent.

In 1862 the Ruler of Bharatpur received a Sanad of Adoption (*see* Part I, No. VIII).

In 1865 the State agreed to cede land required for railway purposes free of cost, to compensate the owners of the land, to make over to the British Government full jurisdiction short of sovereign rights in the land, and to abolish all transit duties on goods passing through by railway; but no formal engagement was concluded.

In 1867 the Ruler of Bharatpur was granted a permanent salute of 17 guns.

In 1868 an Extradition Treaty (No. XVI) was concluded with the Bharatpur State for the mutual surrender of persons charged with certain specified offences. This was modified in 1887 by an Agreement (No. XVIII), providing that, in cases of the extradition of offenders from British India to Bharatpur, the procedure for the time being in force in British India should be followed.

The administration of the State was made over to Maharaja Jaswant Singh in 1869, subject to his observance of certain rules which had been framed for the conduct of affairs during his minority. The restrictions imposed by these rules were withdrawn in 1871.

In 1873 the Maharaja questioned the power of the Council to assent, during his minority, to the railway agreement of 1865; but he was informed that, subject to the general control which the British Government exercise over Indian States, and the special control which is incumbent on them during a minority, the Council of Regency in 1865 were competent to enter on all the functions and to exercise all the powers belonging to the government of the State.

In 1879 the Maharaja agreed (No. XVII) to suppress the manufacture of salt, and the import or consumption of any but British duty-paid salt in the State. Arrangements were at the same time made to abolish all duties on salt, and also upon sugar and other saccharine produce, except such local cesses as octroi, choongi, etc., levied on those articles when imported for consumption into towns of above 5,000 inhabitants. In return the British Government undertook to deliver yearly at Sambhar, free of cost and duty, 1,000 maunds of good salt for the use of the Maharaja, and to pay to him Rs. 1,50,000 a year and to certain salt manufacturers and others, through the Maharaja, the sum of Rs. 2,26,000 as compensation for their loss.

In 1884 the Bharatpur Darbar abolished all transit duties, with the exception of those on liquor, opium and other intoxicating drugs, throughout the State.

In 1885 arrangements were made for the transfer of five Bharatpur villages in exchange for five Alwar villages. Details will be found in the Alwar narrative *infra*.

In 1888 the Maharaja offered to place a regiment of cavalry and a battalion of infantry at the disposal of the Government of India for Imperial Service.

Jaswant Singh died in 1893 and was succeeded by his son Ram Singh. In 1895 it was found necessary to take the administration out of the hands of Maharaja Ram Singh: and the control of affairs was vested in a Council, working under the general supervision of the Political Agent.

In 1896 the Darbar abolished internal customs duties.

In 1897 the Darbar agreed to the introduction in the State of the postal unity scheme.

In 1899 an Agreement (No. XIX) was made between the British Government and the Maharaja for the effective control and discipline of the Imperial Service Troops maintained by the State when serving beyond its frontiers; and in the following year the Maharaja's offer to substitute a Transport Corps for the Imperial Service Cavalry was accepted.

In June 1900 Maharaja Ram Singh in a fit of passion killed one of his private servants at Mount Abu, and was thereupon deposed. He was removed from Bharatpur to Deoli, where he remained till 1921. He was then transferred to Agra where he died in 1929. He was succeeded by his infant son Kishen Singh. During his minority the administration of the State was conducted by a Council under the control of the Political Agent. The State was required to make a contribution towards the cost of the Eastern Rajputana States Agency during the continuance of the minority administration.

In 1901 the Darbar abolished the import duty on food grains of every kind except rice, and also import and export duties on oil-seeds, tobacco, cotton, etc. In 1905 the export duty on grain was totally abolished along with export and import duties on certain other articles. The export duty on food grains was, however, subsequently revived for a time in connection with a scheme for the State monopoly of export.

In 1904 the Darbar ceded to the British Government full and exclusive power and jurisdiction of every kind (No. XX) over the lands in the State which were, or might thereafter be, occupied by the Agra-Delhi Chord Railway. They also agreed to surrender land, free of charge, for the construction and working of the Nagda-Muttra Railway.

In the same year the Bharatpur Imperial Service Transport Corps served in the Tibet Expedition.

In May 1905 a long-standing dispute between the Alwar and Bharatpur Darbars, regarding the irrigation of certain villages by the waters of the Ruparel river, was settled by the Government of India, by whose award Alwar obtained complete control of the cold weather flow from the 1st October in each year, while Bharatpur received a fixed share of the flow in the rains.

On the outbreak of the Great War all the resources of the State were placed at the disposal of the British Government, and the Imperial Service Infantry and Transport Corps served in the War. The Transport Corps also served on the North-West Frontier of India in 1919.

In November 1918 Maharaja Kishen Singh was invested with full ruling powers.

In 1921 the Ruler of Bharatpur was granted a permanent local salute of 19 guns within his own territories.

In 1922 the State enacted laws and regulations to give effect to the provisions of the International Opium Convention of 1912.

Maharaja Kishen Singh died on the 27th March 1929 and was succeeded by his son the present Maharaja Brijendra Singh, born on the 30th November 1918. During his minority the State is administered by a Diwan.

Extradition arrangements have been entered into between Bharatpur and other States both in and outside Rajputana. A list of these is given in Appendix I.

The area of the State is 1,982 square miles; the population, according to the Census of 1921, 496,437; and the revenue Rs. 31,00,000.

In 1929 the Bharatpur State Forces were reorganised and under the sanction of the Government of India they consist of:—

Class A Troops.	
The Jaswant Infantry	604
The Jaswant Training Company	154
Class B Troops.	
The Bharatpur Bodyguard	29

The following other State forces are maintained:—

The Rajendra Elephant Artillery	24
Armed Police	177

The State possesses 38 serviceable guns.

With effect from the 1st January 1922 the designation "Imperial Service Troops" was charged to "Indian State Forces".

(4) Alwar.*

Up to the middle of the eighteenth century the petty Chiefships comprising what is now the Alwar State owed allegiance to Jaipur and Bharatpur. About 1780 the southern portion was usurped, during the minority of the Maharaja of Jaipur, by Partab Singh of the clan of Naruka Rajputs, who was holding Macheri as a fief from Jaipur with the title of Rao. Partab Singh died in 1791 and was succeeded by his adopted son Bakhtawar Singh, with whom the first relations of the British Government were formed. Ahmad Baksh Khan, the Alwar Vakil, joined Lord Lake at the commencement of the war with the Mahrattas, and received the grant of Loharu from Alwar and of Firozpur from Lord Lake as a reward for his services (*see* Vol. I, Loharu). The Maharao Raja of Alwar accepted the protection of the British Govern-

* This State was transferred to the Rajputana Agency with effect from the 15th June 1931.

ment in 1803, and a Treaty (No. XXI) of offensive and defensive alliance was concluded; he was to pay no tribute, but his troops were to co-operate with those of the British Government. As a reward for the assistance which Alwar had rendered in the campaign, the districts, which had been granted to Bharatpur and afterwards resumed, were conferred on the Maharao Raja by a Sanad (No. XXII) from Lord Lake. In 1805 an exchange of territories was effected (No. XXIII) between the British Government and the State.

In 1811 it was discovered that the Ruler of Alwar had interfered in the affairs of Jaipur, and had engaged to be security for the payment of Rs. 1,50,000 a month to a Pathan adventurer, Muhammad Shah Khan, for the supply of troops to establish one Khushhali Ram as Minister of Jaipur. Hence it was found necessary to make an Engagement (No. XXIV) with the Maharao Raja, expressly prohibiting political intercourse with other States without the cognizance and approval of the British Government; since, although it was understood that no such interference was permissible, the Treaty of 1803 contained no specific clause to that effect.

In 1812 Bakhtawar Singh took possession of the forts of Dhobi and Sikrawa and adjoining territory belonging to Jaipur, and refused to restore them on the remonstrance of the Resident at Delhi. As this was a direct violation of his engagements, it became a question whether to dissolve the alliance with him. To this course there were many objections, in particular that the State would have been left exposed to the invasion of Pindari leaders; it was therefore resolved to compel the Maharao Raja to restore the forts and territory to Jaipur. A force was moved against him; and, when the troops were within one march of his capital, Bakhtawar Singh yielded, restored the usurped territory, and paid three lakhs of rupees as the expenses of the British expedition. It was the intention of Government, had actual hostilities taken place, to have punished Bakhtawar Singh by resuming the districts conferred on him by Lord Lake, and even annexing his entire territories had his conduct justified such a measure.

Bakhtawar Singh died in 1815. when the question was raised whether the lands granted in 1803 should lapse; Government, however, decided that they should not. A dispute also arose as to the succession. Banni Singh, the nephew and adopted son of Bakhtawar Singh, was supported by the Rajput nobles; while a Muhammadan faction, headed by Ahmad Bakhsh Khan, supported Balwant Singh, an illegitimate son. A compromise was effected, and it was agreed that Banni Singh should enjoy the title, while Balwant Singh should exercise the power of the State: and this arrangement was sanctioned by the British Government. Both parties were minors at the time of this agreement: and when they grew up, Maharao Banni Singh seized the reins of adminis-

tration and made his cousin a prisoner. Moreover an attempt was made on the life of Ahmad Bakhsh Khan while he was a guest of the Resident at Delhi. The crime was traced to the instigation of persons at the court of Alwar, and Banni Singh was required to surrender them; but it was not till 1826, after the fall of Bharatpur and the advance of a British force on Alwar, that he complied. The Maharao Raja was then required to agree (No. XXV) to make a provision, half in land and half in money, for Balwant Singh and the lawful heirs of his body. On the death of Balwant Singh without issue, the lands reverted to Alwar.

In 1831 negotiations were discovered to be in progress between Alwar and Jaipur, originating in the desire of the Ruler of Alwar to do fealty to Jaipur and receive a *khillat* of investiture. This correspondence, though a breach of treaty engagements, was not considered to be in itself of much importance.

Banni Singh died in 1857. After his death the Muhammadan Ministers acquired an ascendancy over his minor son and successor Sheodan Singh. Their influence, however, was obnoxious to the Rajput nobles, who rose and expelled them. The Ministers were compelled to reside at Benares under surveillance, and a Political Agent was appointed to Alwar to advise and assist the Council of Regency which was formed to conduct the administration during Sheodan Singh's minority.

In 1862 the Ruler of Alwar received a Sanad of Adoption (*see* Part I, No. VIII).

Sheodan Singh attained his majority in September 1863 and was put in charge of the administration; but it was resolved to retain the Political Agent at Alwar for a further period of two years.

In 1865 the State consented to give land required for railway purposes, free of cost; to compensate the owners; to cede full jurisdiction over this land, short of sovereign rights, to the British Government; and to surrender all transit and other duties on goods passing through the State. No formal agreement, however, was concluded to this effect.

In 1867 the Ruler of Alwar was granted a permanent salute of 15 guns.

In the same year an Extradition Treaty (No. XXVI) was concluded with Alwar.

In 1868 the Government of India arranged an Agreement (No. XXVII) for the settlement of matters that had for many years been in dispute between the Ruler of Alwar and his feudatory, the Raja of Nimrana (*q. v. infra*).

Soon after Sheodan Singh's accession to power, the affairs of the State fell into confusion: the Muhammadan Ministers, who had been permitted to return from Benares to Delhi on condition of their having

no communication with Alwar, regained their ascendancy and wielded the real power of the State. The discontent of the Maharao Raja's subjects showed itself in an unsuccessful insurrection headed by Thakur Lakhdhir Singh; a settlement was temporarily effected, but Sheodan Singh's extravagance, his Muhammadan sympathies, and his resumption of numerous hereditary holdings and religious grants, widened the breach: and the authoritative interference of the British Government became necessary. In 1870, therefore, the Maharao Raja was deprived of power and a Council of Management, presided over by a British officer, was formed, a sum of Rs. 15,000 per mensem was fixed for the personal expenditure of Sheodan Singh, and an establishment on a reasonable scale was allotted for his use; but Sheodan Singh continued to oppose all measures of reform and to foment dissension among the Thakurs, until at length he was warned that, if any disturbance took place, he would be removed from Alwar. This warning proved sufficient to check all overt opposition, but Sheodan Singh could not again be entrusted with the management of his State, and the administration continued to be carried on by the Council.

In 1873 British copper coin was introduced into the State.

Sheodan Singh died in 1874 without an heir, either lineal or adopted. The State consequently escheated to Government; but, in view of all the circumstances of the case, it was decided to allow the selection of a Ruler from the collateral branches of the former ruling family. The choice between Thakur Mangal Singh of the Thana family and Thakur Lakhdhir Singh of Bijwar, who appeared to have the strongest claims to the vacant *gaddi*, was left to the twelve Kotries, as the Naruka families are called. A majority was in favour of Mangal Singh, who was therefore recognised by the British Government as Ruler of Alwar. During Mangal Singh's minority the affairs of the State continued to be conducted by a Council presided over by the Political Agent. He was invested with full governing powers in 1877.

In 1877 the Maharao Raja entered into an Agreement (No. XXVIII) with the Government of India, under the Native Coinage Act of 1876, for the supply to the State, from the Calcutta Mint, of silver coins bearing the Alwar device: and undertook to abstain for 30 years from coining silver in his own mints.

In 1879 an Agreement (No. XXIX) was entered into with the Alwar Darbar for the suppression of the manufacture of salt within the State; for the prevention of the importation or consumption in the State of any but British duty-paid salt; and for the abolition of duties on all articles, excepting bhang, ganja, spirits, opium, or other intoxicating drugs. In return the British Government agreed to pay the Maharao Raja Rs. 1,25,000 annually and to deliver yearly at Sambhar, free of cost and duty, 1,000 maunds of good salt for his use.

On the 1st August 1885, in consequence of frequent disputes between Alwar and Bharatpur regarding the irrigation of certain villages by the waters of the Ruparel river, an exchange of the undermentioned villages was effected with the permission of the Government of India (Government letter No. 252, dated 22nd January 1886):—

Transferred to Bharatpur.	*Transferred to Alwar.*
Pipal Khera.	Khera.
Maliki.	Latki.
Nakatpur.	Sita Ram-ka Nagla.
Bakshuka.	Mankhera.
Talchera.	Garo.

In 1887 the Extradition Treaty of 1867 was modified by an Agreement (No. XXX) providing that, in the extradition of offenders from British India to Alwar, the procedure for the time being in force in British India should be followed.

In 1889 the hereditary title of Maharaja was conferred (No. XXXI) on the Ruler of Alwar.

In 1889 the Maharaja offered to place a regiment of cavalry and a battalion of infantry at the disposal of the Government of India for Imperial Service purposes.

Mangal Singh died on the 22nd May 1892 and was succeeded by his only son, the present Maharaja Jey Singh, born on the 14th June 1882. During his minority the administration of the State was carried on by the State Council under the general supervision of the Political Agent.

In 1898 the Maharaja concluded an Agreement (No. XXXII) for the effective control and discipline of the Imperial Service Troops maintained by the State, when serving beyond its frontiers. In 1900 the Alwar Imperial Service Infantry served in the China Expedition.

In 1902 the State entered into an agreement for the introduction of postal unity.

Maharaja Jey Singh was invested with ruling powers on the 10th December 1903.

In 1904 the Maharaja ceded (No. XXXIII) full and exclusive power and jurisdiction of every kind over the lands in the State which were, or might thereafter be, occupied by the Rewari-Phulera Chord Railway.

In September 1904 rules for ensuring satisfactory co-operation between the State police and those of the adjoining British district of Gurgaon in the Punjab were introduced tentatively for one year. Their permanent adoption was sanctioned by the Government of India in June 1906.

In 1905 the long-standing dispute between the Alwar and Bharatpur Darbars regarding irrigation from the Ruparel river was finally settled by the Government of India, by whose award Alwar obtained com-

plete control of the cold weather flow from the 1st October in each year, while Bharatpur received a fixed share of the flow in the rains.

On the outbreak of the Great War the Maharaja placed all the resources of his State at the disposal of the British Government. The Alwar Imperial Service Troops served in the War.

When hostilities broke out with Afghanistan in 1919, the Darbar again placed the resources of the State at the disposal of the British Government, and the Alwar Imperial Service Troops served on the frontier.

In 1921 the Ruler of Alwar was granted a permanent local salute of 17 guns within his own territories: and Maharaja Jey Singh was granted a personal salute of 17 guns.

In 1923 the State enacted laws and regulations to give effect to the provisions of the International Opium Convention of 1912.

In 1930 a Salt Agreement (No. XXXIV) was entered into with the Maharaja of Alwar in supersession of the Agreement of 1879 (No. XXIX) for the suppression of the manufacture of salt in the State; for the prevention of the importation or consumption in the State of any but British duty-paid salt; for the abolition of transit duties; and for the prohibition of the exportation from the State of bhang, ganja, spirits, opium or other intoxicating drugs or preparations. In return the British Government agreed to pay the Maharaja Rs. 85,000 annually as compensation for the efficient observance of the agreement and Rs. 3,300 as compensation for loss of transit duties and to deliver yearly at Sambhar, free of cost and duty, 1,000 maunds of good salt for his use.

Extradition arrangements have been effected between Alwar and other States both in and outside Rajputana. A list of these is given in Appendix I.

The area of the State is 3,212·99 square miles; the population, according to the Census of 1921, 701,154; and the revenue about Rs. 55,00,000.

Under the reorganisation scheme of January 1921 the authorised strength of the Alwar State Forces consists (1929) of:—

Mangal Lancers	399
Body Guard	100
Jey Paltan Infantry	772
Pratap Paltan Infantry	670
Garrison Force	150

The following other State forces are maintained:—

Armed Police	255

With effect from the 1st January 1922 the designation "Imperial Service Troops" was changed to "Indian State Forces".

Nimrana.—Among the lands granted to Alwar by Lord Lake in 1803 was the district of Nimrana. The Chief of this district for many years urged claims to independence of Alwar; which, though frequently rejected, were again brought forward in 1860. A full investigation

was made, and it was clearly proved that the Ruler of Alwar had conferred the district on Chandarbhan, Raja of Nimrana, subject to a payment of Rs. 8,648, being the amount of tribute levied by the Mahrattas on Nimrana; that, in consequence of Chandarbhan's rebellion, the lands were afterwards resumed by Alwar with the consent of the British Government, and held till 1815, when a portion of them was restored; and that, when the Nimrana Chief claimed the restoration of the remainder, the British Government declined to interfere. It was, therefore, finally decided in 1862 that Nimrana is a fief of Alwar. The measure of feudal subjection, however, remained undecided for years; but it was finally agreed (No. XXVII) in 1868 that, though his claim to independence could not be admitted, the Chief of Nimrana should pay an annual sum, fixed for terms of thirty years, to the Ruler of Alwar, who should receive it as full compensation for all conditions of feudal subjection. For the first thirty years this sum was Rs. 3,000 per annum. It was further decided that the Chief of Nimrana has the right to adopt, but is bound, in the first instance, to consult the Ruler of Alwar. In case of disagreement the decision rests with the British Government. The first period of 30 years expired on the 31st December 1898, when the Raja's payment was enhanced to Rs. 4,300 a year for the second period of 30 years, commencing from the 1st January 1899. The second period expired on the 31st December 1928 and from the 1st January 1929 the amount of tribute payable was increased to Rs. 6,300 to be paid in half-yearly instalments of Rs. 3,150 during the first weeks of January and July each year.

Raja Mokand Singh died in December 1885 and was succeeded, with the sanction of the Government of India, by his first cousin Janak Singh, born on the 3rd November 1875. During his minority the Estate was under the superintendence of the Political Agent, Alwar. Raja Janak Singh was invested with powers on the 16th October 1896.

The population of the Chiefship, according to the Census of 1921, is 8,385, and the revenue Rs. 87,567.

(5) Dholpur.

Lokendra Singh, better known as the Rana of Gohad, was the first Chief of Dholpur with whom the British Government formed political relations. The family belong to the Jat tribe, and came to notice under the Peshwa Baji Rao. After the overthrow of the Mahrattas at Panipat. the uncle of Lokendra Singh rebelled and possessed himself of the fort of Gwalior. In 1779 the British Government concluded a Treaty (No. XXXV) with Lokendra Singh, both as a barrier against invasion of the British territories and as a basis for creating a diversion in favour of the military operations from Bombay. By this treaty, Government agreed to furnish the Maharaj Rana with a force for the defence of his dominions,

or for their enlargement by conquest from the Mahrattas; to share with him their joint conquests, except the territories constituting his jagir and not then in possession of the Mahrattas; and to include him in any peace concluded with the Mahrattas. Article 8 of the treaty also guaranteed that, whenever peace should be concluded, the Maharaj Rana should retain his existing possessions, together with the fort of Gwalior "which of old belongs to the family of the Maharajah", if it should then be in his possession, and also such acquisitions as it should be stipulated to leave in his hands. Accordingly, in the 4th Article of the Treaty with Scindia of 1781 (*see* Vol. V, Gwalior, No. I), it was stipulated that Scindia should not interfere with the territories of Maharaj Rana Lokendra Singh so long as the Maharaj Rana observed his Treaty with the English. After the peace of Salbai, however, the Maharaj Rana was abandoned on the ground that he had been guilty of treachery: and Scindia repossessed himself of Gohad and Gwalior.

Ambaji Inglia, who was Governor of Gohad, seeing the rapid success of the British arms in 1803, threw off his allegiance to Scindia and joined the forces of the British Government, who in the same year concluded a Treaty (No. XXXVI) with him, by which he agreed to surrender the fort of Gwalior and certain districts, which the Government intended to confer on the Maharaj Rana of Gohad, and was in return guaranteed in his remaining possessions free of tribute. The districts ceded by Ambaji Inglia under the 2nd Article of his Treaty were made over in 1804 to Maharaj Rana Kirat Singh of Gohad by Treaty (No. XXXVII), with the exception of the fort and city of Gwalior, which by the 4th Article were permanently ceded to the British Government. From the first, however, Ambaji Inglia was insincere, and was active in endeavouring to incite Scindia to unite with Holkar; the treaty with him therefore became null and void. By the 9th Article of the Treaty of Sarji Anjangaon concluded in 1803 (*see* Vol. V, Gwalior, No. IV) Scindia agreed to renounce all claims on his feudatories with whom the British Government had made treaties. 'provided that none of the territories belonging to the Maharaja situated to the southward of those of the Rajas of Jaipur and Jodhpur and the Rana of Gohad, of which the revenues had been collected by him or his Amildars or had been applicable as Saranjami to the payment of his troops, were granted away by such Treaties'. This clause gave rise to a dispute which for some time threatened a breach of the peace established with Scindia, who argued that the treaties he was bound to respect could not embrace the Maharaj Rana of Gohad, inasmuch as the pretensions of that family had been extinct, and their territories had been in Scindia's possession, for thirty years. The right, however, was clearly with the British Government, both by the Treaty with Ambaji Inglia and by conquest: and the discussions did not prevent Scindia from concluding the Treaty

of defensive alliance with the British Government in 1804 (*see* Vol. V, Gwalior, No. V), although he shortly afterwards again hazarded this alliance by attacking and plundering the camp of the British Resident and detaining the Resident a prisoner.

One of the obstacles to the establishment of the peaceful policy adopted by Lord Cornwallis in 1805 was the retention of Gwalior and Gohad from Scindia. The Governor-General deemed it expedient to abandon the connection with the Rana, independently of any reference to the settlement of differences with Scindia; and had no hesitation in resolving to transfer to Daulat Rao Scindia the possession of Gwalior and Gohad. On this basis the Treaty with Scindia of 1805 (*see* Vol. V. Gwalior, No. VI) was concluded, and by a separate Treaty (No. XXXVIII), settled in 1806, the parganas of Dholpur, Bari and Rajakhera were assigned to the Maharaj Rana of Dholpur. The river Chambal thus became the boundary between Scindia's territories and Dholpur.

Maharaj Rana Kirat Singh died in 1836, and was succeeded by his son Bhagwant Singh. He rendered assistance to the fugitives from Gwalior in 1857; but his minister Deo Hans incurred the displeasure of Government by plundering villages in the Agra District. In 1862, in consequence of the intrigues of Deo Hans and his attempts to subvert Bhagwant Singh's authority, it was found necessary to remove him to Benares, where he was placed under surveillance. Attempts were subsequently made by Deo Hans to regain his position at Dholpur by the payment of a large sum of money to Bhagwant Singh; but it was intimated to the Maharaj Rana that direct communication with Deo Hans would subject him to the displeasure of Government.

In 1860 Scindia consented to the construction of a bridge over the Chambal, by the agency of the British Government, in connection with the trunk road then being made by him on the right bank of the river. In this arrangement the Maharaj Rana of Dholpur also acquiesced, on the understanding that the cost of the construction of the bridge should be borne in equal shares by the two States; that they should share equally in the net profits; and that, in the event of the failure of the bridge, the ferry at Rajghat should revert to Dholpur, Scindia retaining the ferry at Kainthri. It was also arranged that the British Government should collect the tolls and maintain the bridge so long as the two States could not come to an understanding in respect of its management. At the close of 1860 Scindia relinquished the construction of the trunk road through Gwalior into the hands of the British Government; and it was then settled that, on the bridge being constructed, both Rulers should enjoy the privilege of a free passage when crossing in person with their suites. It had been at first decided that the British Government should share

equally with Scindia and the Maharaj Rana of Dholpur in the proceeds of the bridge; but Government subsequently waived its claim to a share, and it was settled that the whole of the net profits should be divided annually between the two States, any deficit being debited against the income of the following year.

In the meantime disputes had arisen between Scindia and the Maharaj Rana of Dholpur relative to the management and division of profits from the Rajghat and Kainthri ferries, Dholpur laying claim to a share in the profits of the Kainthri ferry, which belonged to the Gwalior Darbar. To this Scindia eventually agreed: and it was decided that the ferry at Rajghat should be worked, and a bridge of boats constructed, by the British Government, the net profits on the combined ferry and bridge being divided annually between Gwalior and Dholpur. Government has no concern with the Kainthri ferry, which remains as before under Scindia's management, beyond taking care that Dholpur is held to be an equal sharer in the rights appertaining to it.

In 1862 the Ruler of Dholpur received a Sanad of Adoption (*see* Part I, No. VIII).

In 1866 the land revenue of the villages of Saji, Sathwa and Patharwa, in the Benares district, was assigned to Rao Gangadhar Rao Raghunath, Minister of Dholpur, in consideration of the transfer of Mauza Kheria by the Maharaj Rana of Dholpur in full sovereignty to the British Government.

The pargana of Jhiri, held in rent-free tenure by the Rao of Sir Mathra, a feudatory of Dholpur, the suzerainty of which was claimed both by Karauli and Dholpur, belongs to Dholpur. Both Jhiri and Sir Mathra formerly belonged to Karauli, but the claims of that State were completely extinguished during the Mahratta supremacy. Jhiri is situated in the district of Bari, which was received by the British Government from Scindia and afterwards made over to Dholpur under the Treaty of 1806. Its omission from the schedule of villages attached to that treaty is explained by the fact that it is held on rent-free tenure, and that all rent-free villages were excluded from the schedule.

In 1866 the Dholpur State agreed to give land required for railway purposes free of cost; to cede full jurisdiction short of sovereign rights in such land; and to surrender all transit and other duties on goods carried through their territory; but no formal engagement was concluded. The Darbar has been permitted to levy a small royalty on stone quarried for railway purposes.

In 1867 the Ruler of Dholpur was granted a permanent salute of 15 guns.

In 1869 an Extradition Treaty (No. XXXIX) was concluded with Dholpur for the mutual surrender of persons charged with certain specified offences. This was modified in 1887 by an Agreement (No. XLI) providing that, in the extradition of offenders from British India to Dholpur, the procedure for the time being in force in British India should be followed.

Bhagwant Singh died in 1873, and his minor grandson Nihal Singh was recognised as his successor. Raja Dinkar Rao was appointed as his guardian, and was invested with general powers of control and supervision in the administration of the State, subject generally to the control of the British authorities. Ill health compelled him to retire from this office towards the close of the same year, when a British Officer was appointed to the political charge of Dholpur and to supervise Nihal Singh's education.

In 1879 an Agreement (No. XL) was concluded with the Dholpur Darbar for the suppression of the manufacture of salt within the State, and for the prevention of the import or consumption within its territories of any salt excepting that on which British duty had been levied, and of the export of bhang, ganja, spirits, opium or other intoxicating drug or preparation. At the same time the Darbar, which had in 1871 abolished all transit duties on the Agra-Gwalior road passing through their territories, relinquished all duties on articles imported into, exported from, or passing through, the State save only on sulphur, saltpetre, tobacco, opium, bhang, ganja, spirits and other intoxicating drugs. In return the British Government undertook to pay the Maharaj Rana Rs. 60,000 a year, which included yearly compensation to the Rao of Sir Mathra and others, and, through the Maharaj Rana, to certain salt manufacturers a sum of Rs. 300 as compensation, and to deliver yearly at Sambhar, free of cost and duty, 300 maunds of good salt for the use of the Maharaj Rana.

Nihal Singh was invested with full powers of administration in 1888. He died in 1901 and was succeeded by his son Ram Singh, during whose minority the administration of the State was conducted by a Superintendent, assisted by selected officials, under the general direction of the Political Agent. Ram Singh was invested with ruling powers in March 1905.

In December 1905 the Secretary of State sanctioned the construction, at the cost of the Dholpur State, of a line of railway on the 2′ 6″ gauge from Dholpur Station on the Great Indian Peninsula Railway to the town of Bari. The line was formerly known as the Dholpur-Bari Railway, but is now called the Dholpur State Railway.

Ram Singh died on the 29th March 1911 and was succeeded by his brother the present Maharaj Rana Udaibhan Singh, born on the 12th

February 1893. During his minority the State was administered by a Superintendent assisted by a Council, under the general supervision of the Political Agent.

In July 1912 the Government of India sanctioned the extension of the Dholpur-Bari Railway (now known as the Dholpur State Railway) to Tantpur.

Maharaj Rana Udaibhan Singh was invested with full ruling powers on the 9th October 1913.

On the outbreak of the Great War the Maharaj Rana placed all the resources of his State at the disposal of the British Government.

In 1917 the Government of India sanctioned the taking over by the Dholpur Darbar, from the Imperial Delhi Committee, of the Mohari-Barauli Railway under the terms of the agreement with the Imperial Delhi Committee, and its opening for goods and passenger traffic, subject to certain conditions. The Darbar were allowed to retain jurisdiction over the line.

By a Supplementary Agreement (No. XLII) concluded in 1920, the Dholpur Darbar were allowed to levy octroi in municipalities containing a population of over 2,000 persons, subject to certain conditions. In return, the Darbar agreed to forego the compensation paid to them by Government for the waiving of this right, and the sum of Rs. 60,000 payable to the Darbar under Article 7 of the Salt Agreement of 1879 was reduced to Rs. 25,788.

In 1921 Maharaj Rana Udaibhan Singh was granted a personal salute of 17 guns.

In 1923 the Darbar enacted laws and regulations to give effect to the provisions of the International Opium Convention of 1912.

Extradition arrangements have been effected between Dholpur and other States both in and outside Rajputana. A list of these is given in Appendix I.

The area of the State is 1,200 square miles; the population, according to the Census of 1921, 230,188; and the revenue Rs. 17,63,000.

Under the reorganisation scheme of January 1921 the authorised strength of the Dholpur State Forces consists (1929) of:—

Narsingh Infantry	165
Sappers and Miners	1 Section*

The following other State forces are maintained:—

Cavalry	100
Infantry	727
Armed Police	70
Artillery	39

The State possesses 11 serviceable and 21 unserviceable guns.

* Not yet organised.

No. I.

TREATY between the HONOURABLE the ENGLISH EAST INDIA COMPANY on the one part and MAHA RAO OMEID SING BAHADOOR, the RAJAH of KOTAH, and his heirs and successors, through RAJ RANA ZALIM SING BAHADOOR, the Administrator of the affairs of that Principality on the other, concluded on the part of the HONOURABLE ENGLISH EAST INDIA COMPANY by MR. CHARLES THEOPHILUS METCALFE, in virtue of full powers granted to him by HIS EXCELLENCY the MOST NOBLE the MARQUIS of HASTINGS, K.G., GOVERNOR-GENERAL, and on the part of MAHA RAO OMEID SING BAHADOOR by MAHARAJAH SHEODAUN SING, SAH JEEWUN RAM, and LALA HOOL CHUND, in virtue of full powers granted by the MAHA RAO aforesaid and his Administrator, the above-mentioned RAJ RANA,—1817.

ARTICLE 1.

There shall be perpetual friendship, alliance, and unity of interests between the British Government on the one hand, and Maha Rao Omeid Sing Bahadoor and his heirs and successors on the other.

ARTICLE 2.

The friends and enemies of either of the contracting parties shall be the same to both.

ARTICLE 3.

The British Government engages to take under its protection the principality and territory of Kotah.

ARTICLE 4.

The Maha Rao and his heirs and successors will always act in subordinate co-operation with the British Government and acknowledge its supremacy, and will not henceforth have any connection with the Chiefs and States with which the State of Kotah has been heretofore connected.

ARTICLE 5.

The Maha Rao and his heirs and successors will not enter into negotiations with any Chief or State without the sanction of the British Government; but his customary amicable correspondence with friends and relations shall continue.

ARTICLE 6.

The Maha Rao and his heirs and successors will not commit aggressions on any one; and if any dispute accidentally arise with any one, proceeding either from acts of the Maha Rao, or acts of the other party, the adjustment of such disputes shall be submitted to the arbitration of the British Government.

ARTICLE 7.

The tribute heretofore paid by the principality of Kotah to the Mahratta Chiefs, for instance, the Peishwa, Sindia, Holkar, and Puar, shall be paid at Delhi to the British Government for ever, according to the separate Schedule annexed.

ARTICLE 8.

No other power shall have any claim to tribute from the principality of Kotah and if any one advance such a claim the British Government engages to reply to it.

ARTICLE 9.

The troops of the principality of Kotah, according to its means, shall be furnished at the requisition of the British Government.

ARTICLE 10.

The Maha Rao and his heirs and successors shall remain absolute rulers of their country, and the civil and criminal jurisdiction of the British Government shall not be introduced into that principality.

ARTICLE 11.

This Treaty of eleven Articles having been concluded at Delhi and signed and sealed by Mr. Charles Theophilus Metcalfe on the one part, and Maharajah Sheodaun Sing, Sah Jeewun Ram, and Lala Hool Chund on the other, the ratifications of the same by His Excellency the Most Noble the Governor-General and Maha Rao Omeid Sing and his Administrator, Raj Rana Zalim Sing, shall be exchanged within a month from this date.

Done at Delhi, the 26th day of December A.D. 1817.

C. T. METCALFE.

MAHA RAO RAJAH OMEID SING BAHADOOR.

RAJ RANA ZALIM SING.

MAHARAJAH SHEODAUN SING.

HOOL CHUND.

HASTINGS.

This Treaty was ratified by His Excellency the Governor-General in camp, at Oochar, this sixth day of January, one thousand eight hundred and eighteen.

J. ADAM,

Secretary to the Governor-General.

Statement of the Tribute heretofore paid to the Mahrattas :—1. Kotah, 2. The seven Kotrees, 3. Shahabad.

1. Kotah Tribute.

	Rs.
In Specie	2,00,000
In Goods	1,00,000
Total	3,00,000
Less by Goods	20,000
In Specie	2,80,000
Two lakhs and eighty thousand Chandooree, Oojynee, and Indooree Rupees.	
Discount on those coins, 8 per cent.	22,400
Remainder	2,57,600

Two lakhs and fifty-seven thousand and six hundred Gomanshahee Rupees, equal to two lakhs forty-four thousand seven hundred and twenty Delhi Rupees.

Detail of the disposal of the above

Scindia's share.

In Specie	77,000
In Goods	38,500
Total	1,15,500
Less by Goods	7,700
In Specie	1,07,800
One lakh seven thousand and eight hundred Oojynee, Chandooree, and Indooree Rupees.	
Discount on those coins, 8 per cent.	8,624
Remainder, Gomanshahee	99,176

Holkar's share the same as Scindia's.

Puar's share.

In Specie	46,000
In Goods	23,000
Total	69,000
Less by Goods	4,600
In Specie	64,400
Discount, 8 per cent	5,152
Remainder, Gomanshahee	59,248

2. Tribute of the seven Kotrees.

	Boondee Rs.
In Specie	22,158
Discount, 5 per cent.	1,108
Remainder	21,050

Twenty-one thousand and fifty Gomanshahee Rupees equal to nineteen thousand nine hundred and ninety-seven rupees and eight annas in Delhi Rupees.

Detail.

Antunda	3,800
Discount, 5 per cent.	190
Gomanshahee Rupees	3,610

	Rs.
Scindia's share	1,805
Holkar's share	1,805

Bulwun	1,000
Discount	50
Gomanshahee Rupees	950

	Rs.
Scindia's share	400
Holkar's share	400
Puar's share	150

Kurwaur, Gyutha, and Pepulda	3,560
Discount, 5 per cent.	178
Gomanshahee Rupees	3,382

	Rs.
Scindia's share	1,520
Holkar's share	1,520
Puar's share	342

Indurgurh and Khotoulee, ten villages in the hands of Scindia's and Holkar's farmers	13,798
Discount, 5 per cent.	690
Gomanshahee Rupees	13,108

3. TRIBUTE OF SHAHABAD.

Heretofore payable to the Peishwa; not exactly ascertained, but estimated at Rupees 25,000, half in specie and half in goods.

C. T. METCALFE.
MAHA RAO RAJAH OMEID SING BAHADOOR.
RAJ RANA ZALIM SING.
MAHARAJAH SHEODAUN SING.
HOOL CHUND.

SUPPLEMENTARY ARTICLE of the TREATY concluded between the BRITISH GOVERNMENT and the PRINCIPALITY of KOTAH on the 26th of December A.D. 1817.

The contracting parties agree:—That after Maha Rao Omeid Sing, the Rajah of Kotah, the principality shall descend to his eldest son and heir-apparent, Maharaj Koowar Keshour Sing and his heirs, in regular succession and perpetuity: and that the entire administration of the affairs of the principality shall be vested in Raj Rana Zalim Sing, and after him in his eldest son, Koowar Madhoo Sing and his heirs, in regular succession and perpetuity.

Done at Delhi, this 20th day of February A.D. 1818.

C. T. METCALFE.
MAHA RAO RAJAH OMEID SING BAHADOOR.
RAJ RANA ZALIM SING.
MAHARAJAH SHEODAUN SING.
HOOL CHUND.
JEWUN RAM.

MEMO.—This supplemental Article was ratified by His Excellency the Governor-General, at Lucknow, on the seventh day of March 1818.

J. ADAM,
Secretary to the Governor-General.

No. II.

SUNNUD under the seal and signature of HIS EXCELLENCY the GOVERNOR-GENERAL in COUNCIL to MAHA RAO OMIED SING of KOTAH,—1819.

To all Officers, present and to come, Officers of the British Government, be it known:

Whereas the friendship subsisting between the British Government and the Maha Rao Omeid Sing, of Kotah, and the good offices rendered by him to the English Government, are well known and established; in consideration of this friendship the Most Noble the Marquis of Hastings, Governor-General in Council, through the medium of Captain Tod, has granted the sovereignty unto the Maha Rao aforesaid, of the under-mentioned places, together with the relinquishment or maafee of the tribute of Shahabad, due from the Maha Rao under the provisions of the Treaty concluded at Delhi on the 26th December 1817, to be enjoyed by him, his heirs and successors.

The Maha Rao will, therefore, consider himself master of these said places, attach the ryots to him by kindness, and take them under his Government. No other shall interfere therein.

Pergunnah Dig.	Pergunnah Ahore.
" Puchpar.	" Gungraur.

Given under the seal and signature of the Governor-General in Council, this 25th day of September 1819 A.D.

No. III.

TRANSLATION of ARTICLES of ENGAGEMENT under the seal and signature of the MAHA RAO KISHORE SING, dated Nathdwara Uggun bud terus, or 22nd November 1821.

I, Maha Rao Kishore Sing, having seriously reflected on all that has occurred during the last two years, and more particularly of late, and fully convinced of the evil tendency of such conduct, whether as regards the good opinion of the English Government, the welfare of the State of Kotah, and my own happiness, have this day set my seal and signature to the Articles underneath, according to which I shall in future abide. To my intention Sree Nathjee is witness, and should I deviate therefrom I forfeit all future consideration of the British Government—

1st.—To all that the British Government may command I shall cheerfully submit, and whatever through you (Captain Tod) may be determined as regards my future comforts and establishments I shall offer no objections.

2nd.—According to the Treaty of Delhi in my name and behalf and that of my successors Nanahjee Zalim Sing and successors shall possess and conduct the entire administration of affairs as during the lifetime of my father Rajah Omeid Sing. Whether as regards the country, its revenue, the army, forts, appointment and dismissal of Officers; in all he shall be supreme. I shall not interfere therein.

3rd.—Punishment has overtaken the originators of this disturbance. All my evil advisers are gone, or dismissed by me at your command, as Gordhun Dass, Syf Alee, Maharajah Bulwunt Sing, the Kazi Mirza Mohamed Alee, Sheikh Hubeeb etc. Of those named or others instrumental in misleading me never shall I again have any sort of intercourse with them.

4th.—I shall never attempt to entertain any troops beyond the number and description of personal guards which may be admitted me. At my Durbar I shall not admit those who are offensive to the Administrator of affairs, or hold any communication with such.

Schedule No. 1.

Items of provisions to be furnished in the middle of each month by the Administrator of affairs of Kotah for the maintenance of the Maha Rao Kishore Sing, His Household and Establishments, commencing from Mah bud Ekam Sumbut 1878, or January 8th, 1822.

	Monthly.			Per annum.		
	Rs.	A.	P.	Rs.	A.	P.
1. Temple of Sree Brij Rajje . . .	400	0	0	4,800	0	0
2. Powoot, Personal Charities . . .	0	0	0	2,200	0	0
3. Russoee, Kitchen per day 15 . .	450	0	0	5,400	0	0
4. Davi, Expenditure of interior Establishment	0	0	0	9,306	9	9
5. Guhena, Ornaments for Ranees . .	0	0	0	12,000	0	0
6. Kuperdon, Wardrobe for Maha Rao Interior and for Gifts . . .	0	0	0	18,000	0	0
7. Kutkhurch, Privy Purse . . .	2,000	0	0	24,000	0	0
8. Sagird Pesha, Domestic Servants . .	1,000	0	0	12,000	0	0
9. Fowala, Kas State	0	0	0	6,796	8	0
10. Feel Khana Elephants	0	0	0	3,276	9	0
11. Ruth Garee, Female Equipage to . .	0	0	0	1,403	5	6
12. Mahajan and Palkee-Bearers . .	0	0	0	1,239	0	0
13. Palace Guards, *viz.*:—						
100 Horse at 25 Rupees each . .	2,500	0	0	30,000	0	0
200 Foot as per particulars in Hindee 2 Subadars at 20 rupees each, two Jemadars at 12 each, Flags 8, Havildars 8, Privates 7, each	1,465	0	0	17,580	0	0
14. Juhaib, Camels 5	0	0	0	317	2	0
15. Sand, Camels 4	0	0	0	488	7	9
16. Moongdana, Wood Fuel, etc. . .	0	0	0	720	0	0
17. Forage, Grass, etc.	0	0	0	850	0	0
18. Rashnaie, Oil, Candles, Ink, etc. . .	0	0	0	1,800	0	0
19. Rungaee, Dyeing	0	0	0	2,000	0	0
20. Umbanut, Repairs of Buildings . .	250	0	0	3,000	0	0
21. Purchase of Horses, Bullocks and Camels	0	0	0	6,000	0	0
22. Repairs of Purdahs, Carpets, Tents .	0	0	0	1,000	0	0
23. Dowa Khana, Medicine.	0	0	0	400	0	0
24. Londa Khana	0	0	0	300	0	0
Total, per annum .				1,64,877	10	0
Or monthly Kotah Halee Rupees .				13,739	12	10

SIGNATURE OF MADHOO SING.

Schedule of provision to be furnished in the middle of each month by the Administrator of affairs of Kotah for the maintenance of Baapoo Lall, the son of Perthi Sing and his family, commencing from Mah bud Ekum Sumbut 1878, or January 8th, 1822.

	Rs.	A.	P.
Per annum Kotah Haloe Rupees	18,000	0	0
Or monthly	1,500	0	0

SIGNATURE OF MADHOO SING.

ARTICLES drawn up by CAPTAIN TOD for the observance and provision of the MAHA RAO KISHORE SING and successors, and signed by KUNWAR MADHOO SING,—1822.

1. The palace, places of recreation, and gardens in and about Kotah, as the mahl in the city, those of Omed Gunge, Rungbaree, Jugpoorah, Makundurra, the gardens called Brij Rajjee, the Gopal Newas, and Brij Belas, shall be in possession of the Maha Rao, whose power in the regulation of them shall be liable to no control on the part of the administration of affairs.

Within the walls of the space appropriated to the palace in the city, on several buildings in which reside familes and domestics of the Raj Rana's family, the lane leading from the bastion called the Noa Boorj to the Khetree Darwaza, or Water gate, forms a complete separation. Neither party shall intrude beyond its limits, though the Water gate is common to both excepting armed men for obtaining water; nor shall the Administrator introduce more than fifty chowkeydars as watchmen for the protection of these dwellings and outlets.

2. Provision for the maintenance of the Maha Rao and his household shall be furnished according to the Schedule No. 1, amounting annually to Kotah Halee Rupees one lakh sixty-four thousand eight hundred and seventy-seven, ten annas and three pies, or monthly thirteen thousand, seven hundred and thirty-nine, twelve annas and nine pies (13,739-12-9). This sum shall be disbursed on the middle or amanut of each month, becoming due by a banker fixed by the Raj Rana; the Maha Rao granting his receipt and a copy thereof to the Agent of the British Government as a voucher of the disbursement.

The specific objects of the application of this expenditure contained in the said Schedule No. 1 are solely and entirely under the Maha Rao as the interior of his immediate household, his domestic establishment, and the guards of his palace as hereafter described.

3. On occasions of marriages, births, &c., in the Maha Rao's family, such shall be provided for and conducted with becoming splendor by the Administrator and according to past and old custom. If heirs are born to the Maha Rao an adequate addition will be made for their support according to circumstances and past usage.

4. The Maha Rao and his family shall receive always the same forms of respect and preside on all occasions of public ceremonials and festivals as heretofore

such as the Dusserah, Junnum Ushtumee, &c. Such gifts, charities, benefactions, or establishment as form part of the State expenditure as Dan Poon, Boorsee, the Band and Insignia, &c., heretofore distributed and kept up, shall remain as in the past.

5. When the Maha Rao goes out for air, exercise, or hunting, he shall always be attended by the State Insignia as heretofore, and accompanied by a party of the troops of the State.

6. One hundred horse and 200 foot as personal guards, and for his palace as provided for in Schedule No. 1, are to be under the Maha Rao's sole control; none shall interfere therein. Over these, as well as all his household establishments of whatever description, domestics, &c., as specified, paid and provided for in that Schedule, he is sole master.

7. As provision for Baapoo Lalljee, son of Pirthi Sing, his family and dependants of his father, the sum of eighteen thousand Halee Rupees per annum, or monthly fifteen hundred, is made, and shall be paid and acknowledged in the same manner and time as the Maha Rao's. On occasion of his first marriage expenses proper for the ceremony will be furnished by the Administrator.

8. Sepahees or Mootsuddies dismissed by or deserted from the Administrator of affairs shall not be entertained or harboured by the Maha Rao; nor in like manner shall any of his be received by the Administrator.

9. A person of trust shall remain in attendance with the Maha Rao on the part of the Agent of Government and be the medium of common intercourse.

10. Whatever debts the Maha Rao may have contracted during these disturbances, or may hereafter contract, the State shall not be answerable for.

Mittee Fagoon, bud Ekum Sumbut 1878, or February 7th, 1822.

Here follows the signature of Madhoo Sing with the following words: "No deviation shall occur in what is written."

No. IV.

TREATY between the BRITISH GOVERNMENT and MAHA RAO RAM SING of KOTAH. —1838.

ARTICLE 1.

Consequent upon the relinquishment by Raj Rana Mudun Sing of the administration of the affairs of the Kotah principality guaranteed by the supplementary Article of the Treaty of Delhi to Raj Rana Zalim Sing, his heirs and successors, Maha Rao Ram Sing assents to the repeal of the said Article.

ARTICLE 2.

With the consent of the British Government the Maha Rao agrees to cede the pergunnahs specified in the annexed Schedule to Raj Rana Mudun Sing, his heirs and successors.

ARTICLE 3.

The Maha Rao, his heirs and successors, will fulfil the pecuniary obligations arising out of the present arrangements of separation and transfer agreeably to the appended Schedule.

ARTICLE 4.

The Maha Rao agrees for himself, his heirs and successors, to pay the tribute as heretofore paid by the Kotah State, with the exception of the sum of Company's Rupees eighty thousand per annum, which the British Government have agreed to receive from Raj Rana Mudun Sing, his heirs and successors; the first payment to be made by the Raj Rana at the beginning of the Sumbut year 1895. The second half-yearly instalment at present due on account of the Fusul Rubee for Sumbut 1894 will be paid in full, *viz.*, Rupees 1,32,360, by the principality of Kotah.

ARTICLE 5.

The Maha Rao agrees for himself, his heirs and successors, to maintain an auxiliary force, to be commanded and paid by British Officers, should the British Government decide that the measure is expedient; it being clearly understood that the existence of such force shall in no way interfere with the Maha Rao, his heirs and successors' exercise of power in the internal administration of the affairs of the Kotah State.

ARTICLE 6.

The expense of such force shall never exceed three lakhs of Rupees per annum.

ARTICLE 7.

If the force shall be raised the funds for its maintenance shall be paid to the British Government by the administration of the Maha Rao, his heirs and successors, in two half-yearly instalments, along with the tribute, and the period for the first payment will be fixed by the British Government.

ARTICLE 8.

It is to be clearly understood that all the stipulations contained in the Treaty concluded at Delhi between the British Government and Maha Rao Omeid Sing Bahadoor, on the 26th of December 1817, which are not affected by the provisions of the present Treaty, shall remain in full force.

ARTICLE 9.

The foregoing Articles of Treaty having been concluded between the British Government and Maha Rao Ram Sing of Kotah, and signed and sealed by Captain John Ludlow, Officiating Political Agent, and Lieutenant-Colonel Nathaniel Alves, Agent to the Governor-General for the States of Rajpootana on the one part, and Maha Rao Ram Sing on the other, ratification of the same by the Right Honourable the Governor-General shall be exchanged within two months from this date.

Done at Kotah, this 10th day of April 1838.

J. LUDLOW,
Offg. Political Agent.

SEAL OF MAHA RAO RAM SING.

N. ALVES,
Agent, Governor-General.

Schedule appended to the Treaty of Pergunnahs set apart to constitute a separate principality for Raj Rana Mudun Sing Bahadoor, his heirs and successors, under the designation of Jhallawar.

Cheohat.
Sukait.
The Choumuhla, comprising—
Puchpuhar.
Ahore.
Dig and Gungrar.
Jhalra Patun, commonly called Oormal.
Reenchwa.
Bukanee.
Delunpoor.
Kotrah Bhalta.
Surerah.
Rutlaee.
Monohur Thanah.
Phool Burode.
Chuchoornee.
Kakoornee.
Cheepa Burode.
The portion of Sherguth beyond or the Purwun or Newaj, and
Shahabad.

It is to be understood that Nirput Sing will remove from the territory of Jhallawar into that of the Maha Rao, and that his lands lapse to the Raj Rana.

Kotah, 10th April 1838.

J. LUDLOW,
Offg. Political Agent.

SEAL OF RAJ RANA MUDUN SING.

N. ALVES,
Agent, Governor-General.

Schedule appended to the Treaty of debts for liquidation by the Maha Rao, his heirs and successors, agreeably to the 3rd Article of the said Treaty.

	Rs.	A.	P.		Rs.	A.	P.
To Pundit Lallajee Ramchund	9,27,364	15	6	Mohun Ram Hur Lal .	1,134	1	9
Gordhun Nathjee . .	30,643	5	6	Nund Ram Peerolal. .	7,473	13	0
Bythal Nathjee . .	3,75,176	0	0	Oomed Ram Bhyroo Ram	9,771	9	0
Lalla Soogun Chund .	56,196	1	0	Gopal Dass Bunmalee Dass	2,908	13	0
Juggernuth Seeta Ram .	1,00,825	4	9	Sah Geewan Ram . .	835	14	0
Sheo Lall of Punwar. .	10,033	4	0	Soujan Mal Sher Mal .	24,487	8	0
Kishoo Ram Byjnath .	2,41,747	12	9	Mohun Lall Bued . .	55,423	13	0
Gobind Das Ramgopal .	20,441	1	3	Saligram . . .	14,554	0	0
Gunesh Dass Kishnajee .	20,281	9	9	Luchmungeer Hureegeer .	10,901	0	0
Moujee Ram Molchund .	3,893	12	6	Bohra Daoodjee Khanjee	11,588	6	6
Daljee Munee Ram . .	4,57,796	0	0	Sah Munguljee . .	8,948	5	3
Kunhee Ram Bohranath .	40,819	1	0	Sah Humeer Bued . .	1,09,617	10	6
Bhora Kameshur . .	47,703	8	6	Dooljee Chund Ootum Chund . . .	10,195	10	0
Sobha Chund Motee Chund	15,671	2	9	Mudhoo Makoond . .	1,095	13	9
Sheojee Ram Ooddee Chund	348	7	3	Bohra Balee Bhaee . .	525	11	3
Bhug Chund of Budoura .	547	2	2	Baktawur Mull Bahadoor Mull	182	15	9
Bohra Sree Chund Gungaram	6,383	2	3				
Chugun Kaloo Nugur .	50,000	0	0				

The above claims will be individually satisfied by the Maha Rao after due enquiry agreeably to the circumstances of each. The Maha Rao will also settle any other just debts, should they exist, that may, on enquiry, prove to be justly chargeable to the Kotah State.

Kotah, 10th April 1838.

J. LUDLOW,

Offg. Political Agent.

SEAL OF MAHA RAO RAM SING.

N. ALVES,

Agent, Governor-General.

No. V.

EXTRADITION TREATY between the BRITISH GOVERNMENT and HIS HIGHNESS SUTROO SAUL SING BAHADOOR, MAHARAO of KOTAH, his heirs and successors, executed on the one part by CAPTAIN ARTHUR NEIL BRUCE, POLITICAL AGENT, HARAOTEE, under authority from COLONEL WILLIAM FREDERICK EDEN, GOVERNOR-GENERAL'S AGENT for the STATES of RAJPOOTANA, in virtue of the full powers vested in him by HIS EXCELLENCY THE RIGHT HON'BLE SIR JOHN LAIRD MAIR LAWRENCE, BART., G.C.B., and G.C.S.I., VICEROY and GOVERNOR-GENERAL of INDIA, and on the other part by KUR RAJA BHOWANEE DHAUJEE, in virtue of the full powers conferred on him by MAHA RAO SUTROO SAUL SING BAHADOOR aforesaid,—1869.

ARTICLE 1.

That any person, whether a British or Foreign subject, committing a heinous offence in British territory, and seeking shelter within the limits of the Kotah

State, shall be apprehended and delivered up by the latter Government to the former, on requisition in the usual manner.

ARTICLE 2.

That any person, being a subject of Kotah, committing a heinous offence within the limits of the Kotah State, and seeking asylum in British territory, will be apprehended and delivered up by the latter Government to the former, on requisition in the usual manner.

ARTICLE 3.

That any person, other than a Kotah subject, committing a heinous offence within the limits of the Kotah State, and seeking asylum in British territory, will be apprehended and the case investigated by such Court as the British Government may direct. As a general rule such cases will be tried by the Court of the Political Officer in whom the Political supervision of Kotah may at the time be vested.

ARTICLE 4.

That in no case shall either Government be bound to surrender any person accused of a heinous offence, except on requisition duly made by, or by the authority of, the Government within whose territories the offence shall be charged to have been committed, and also upon such evidence of criminality as, according to the laws of the country in which the person accused shall be found, would justify his apprehension and sustain the charge if the offence had been there committed.

ARTICLE 5.

That the following offences be deemed as coming within the category of heinous offences :—

1. Murder.
2. Attempt to murder.
3. Culpable homicide under aggravating circumstances.
4. Thuggee.
5. Poisoning.
6. Rape.
7. Causing grievous hurt.
8. Child-stealing.
9. Selling females.
10. Dacoitee.
11. Robbery.
12. Burglary.
13. Cattle-theft.
14. Arson.
15. Forgery.
16. Counterfeiting coin, or uttering base coin.
17. Criminal breach of trust.
18. Criminal misappropriation of property.
19. Abetting the above offences.

ARTICLE 6.

The expenses of any apprehension, detention, or surrender, made in virtue of the foregoing stipulations, shall be borne and defrayed by the Government making the requisition.

ARTICLE 7.

The above Treaty shall continue in force until either of the high contracting parties shall give notice to the other of its wish to terminate it.

ARTICLE 8.

Nothing herein contained shall be deemed to affect any Treaty now existing between the high contracting parties except so far as any Treaty may be repugnant thereto.

Done at Kotah, this sixth day of February 1869.

A. N. BRUCE, *Captain,*
Political Agent

KAB RAJA BHAWANI DAUJI.

MAYO.

This Treaty was ratified by His Excellency the Viceroy and Governor-General of India, at Fort William, on the 5th of March 1869.

W. S. SETON KARR,
Secretary to the Government of India,
Foreign Department.

No. VI.

KOTAH SALT AGREEMENT, dated the 16th June 1882.

RATIFIED THE 25TH JULY 1882.

ARTICLE 1.

His Highness the Maharao agrees to prohibit absolutely and to prevent the manufacture of edible salt within any part of the Kotah State, but the British Government agree to permit the petty works noted in Schedule A annexed to this Agreement to be kept open for the manufacture of saltpetre and khari salt for industrial purposes, and His Highness the Maharao agrees so to supervise these works as to prevent their total outturn in any one year exceeding two thousand (2,000) maunds of khari salt, and three hundred (300) maunds of saltpetre, and to furnish to the British Government annual returns of the outturn from each of these works.

ARTICLE 2.

No tax, toll, transit duty, or due of any kind whatever shall be levied on salt, whether exported from, or imported into, or carried through the Kotah State.

ARTICLE 3.

His Highness the Maharao agrees to prohibit the importation into, or consumption within, the Kotah State of any salt whatever other than salt upon which duty has been levied by the British Government.

ARTICLE 4.

In consideration of the effective observance by His Highness the Maharao of Kotah of the stipulations in this Agreement the British Government agrees to pay to His Highness the Maharao of Kotah, in lieu of import, export, transit and every other charge on salt, the sum of Rupees sixteen thousand (Rs. 16,000) annually.

ARTICLE 5.

The losses to the Kotri Chiefs and their Jagirdars (named in Schedule B) and to the Jagirdars of the Kotah State (named in Schedule C), consequent on the abolition of the aforesaid duties having been considered in concert by the British Government and His Highness the Maharao of Kotah, the British Government agrees to pay annually to His Highness the sum of Rupees three thousand one hundred and seventy-five (Rs. 3,175) to be distributed as follows :—

	Rs.
To the Kotri Chiefs and their Jagirdars, in accordance with Schedule B	3,000
To the Jagirdars of Kotah State, in accordance with Schedule C . .	175

The British Government further agrees to pay to His Highness the Maharao of Kotah a sum of Rupees fifteen thousand nine hundred and five (Rs 15,905), which is to be distributed to the Jagirdars of the State in accordance with Schedule D as compensation in full for the abolition of the Mappa duties on salt, which they have hitherto been entitled to levy.

ARTICLE 6.

None of the stipulations set forth in this Agreement shall be modified or annulled without the previous consent of both the contracting parties.

ARTICLE 7.

Nothing herein contained shall be deemed to affect any Treaty now existing between the British Government and the Maharao of Kotah, except in so far as its provisions may be repugnant thereto.

ARTICLE 8.

This Agreement is to come into force from the 1st August 1882.

SCHEDULE A.

I.—Statement showing the detail of the Petty Works permitted to be kept open for the manufacture of Khari Salt in the Kotah State, together with the maximum outturn allowable.

No.	Nizamat.	Village.	No. of Agars.	Khari Salt. Present outturn.	Khari Salt. Additional outturn allowable if required.	Khari Salt. Maximum outturn authorized.	Remarks.
				Mds.	Mds.	Mds.	
1	Anta	Barwa	2	48	16	64	
			2	48	16	64	
2	Baran	Naikha	1	96	8	104	
3		Shamspur	1	56	8	64	
			2	152	16	168	
4	Barodh	Berkhera	1	24	32	56	
5		Jiaheri	2	48	40	88	
6		Morpa	3	144	24	168	
7		Napahera	4	192	32	224	
8		Shahpur	1	48	8	56	
			11	456	136	592	
9	Digod	Amarpura	4	60	182	242	
10		Gumanpura	3	144	60	204	
11		Jhonpritoran	1	36	20	56	
12		Kalarewa	1	48	8	56	
13		Karkara	4	48	176	224	Agars not worked at present.
14		Mehudi	2		112	112	
15		Sholi	1	..	32	32	
			16	336	590	926	
16	Etawah	Analda	1	..	18	18	Agars not worked at present.
17		Etawah	1	..	18	18	
			2	..	36	36	
18	Ladpura	Arjunpura	1	60	32	92	
19		Dadwara	1	60	8	68	
			2	120	40	160	
20	Mangarol	Balapura	1	16	8	24	
21		Ranihera	2	..	30	30	Agars not worked at present.
			3	16	38	54	
		TOTAL	38	1,128	872	2,000	

KOTAH POLITICAL AGENCY,
The 8th November 1881.

C. A. BAYLAY, *Major*,
Political Agent.

II.—Statement showing the detail of the Petty Works permitted to be kept open for the manufacture of Saltpetre in the Kotah State, together with the maximum outturn allowable.

No.	Nizamat.	Village.	No. of Agars.	Saltpetre.			Remarks.
				Present outturn.	Additional outturn allowable if required.	Maximum outturn authorised.	
				Mds.	Mds.	Mds.	
1	Anta	Barwa	2	3	3	6	
2		Sorsan	1	..	11	11	
			3	3	14	17	
3	Baran	Baran	2	12	..	12	
4		Semli	1	12	..	12	
			3	24	..	24	
5	Barodh	Borkhera	1	..	4	4	
6		Jlaberi	2	..	6	6	
7		Morpa	3	..	12	12	
8		Napahera	4	..	12	12	
			10	..	34	34	
9	Digod	Amarpura	1	..	14	14	
10		Digod	1	..	18	18	
11		Mehudi	1	..	2	2	
12		Polai Khurd	1	..	7	7	
13		Sholi	1	..	2	2	
			5	..	43	43	
14	Etawah	Rajopa	1	18	30	48	
			1	18	30	48	
15	Kotah	Kotah	5	..	134	134	
			5	..	134	134	
		TOTAL	27	45	255	300	

KOTAH POLITICAL AGENCY,
The 8th November 1881.

C. A. BAYLAY, *Major*,
Political Agent.

SCHEDULE B.

(Referred to in Article 5 of the Agreement.)

Statement of the sums to be paid annually by His Highness the Maharao of Kotah to the Kotri Chiefs and their Jagirdars, therein mentioned, in lieu of the income hitherto derived by the said Kotri Chiefs and their Jagirdars from the taxation of salt within the limit of their estates.

No.		Name and designation of Kotri Chiefs and their Jagirdars.	Amount of annual compensation. Rs. A. P.
1	Indergarh.	Maharaja Sher Singh of Indergarh	1,800 0 0
2		Do. Durjan Lal, Jagirdar of Jatwari	10 0 0
3		Do. Arjun Singh, Jagirdar of Chapole	10 0 0
4		Do. Moti Singh, Jagirdar of Nimola	100 0 0
5	Khatowli.	Do. Bhairo Singh of Khatowli	160 0 0
6		Do. Indur Sal, Jagirdar of Kherli	15 0 0
7		Do. Gulab Singh, Jagirdar of Kharila	10 0 0
8		Do. Ajit Singh, Jagirdar of Pharera	10 0 0
9	Gainta.	Do. Madho Singh of Gainta	300 0 0
10		Do. Bhairi Sal, Jagirdar of Morkhanna	10 0 0
11		Do. Ranjit Singh of Pusud	185 0 0
12		Do. Guman Singh of Pepulda	170 0 0
13		Do. Gagan Sal of Balwan	70 0 0
14		Do. Devi Singh of Antarda	50 0 0
15		Do. Sobhag Singh of Karwar	100 0 0
		TOTAL	3,000 0 0

C. A. BAYLAY, *Major,*
Political Agent.

SCHEDULE C.

(Referred to in Article 5 of the Agreement.)

Statement of the sums to be paid annually by His Highness the Maharao of Kotah to certain Jagirdars of the Kotah State, therein mentioned, in lieu of the income hitherto derived by the said Jagirdars from Bhum levied on salt in transit through their estates.

No.	Name and designation of Jagirdars.	Amount of annual compensation.		
		Rs.	A.	P.
1	Apji Amar Singh of Palaita	80	0	0
2	Apji Ajit Singh of Koela	95	0	0
	TOTAL .	175	0	0

SCHEDULE D.

Showing the sums payable to the Jagirdars of the Kotah State for the abolition of Mappa duties on salt at twenty years' purchase.

No.	Name and designation of Jagirdars.	Amount of compensation payable.		
		Rs.	A.	P.
1	Apji Amar Singh of Palaita	2,000	0	0
2	Apji Ajit Singh of Koela	5,000	0	0
3	Maharaja Nahar Singh of Bamulia	600	0	0
4	Apji Kishan Singh of Rajgarh	140	0	0
5	Raj Rup Singh of Kunari	530	0	0
6	Pandit Moti Lal	2,720	0	0
7	The Ram Ratharji	67	0	0
8	The Maji Sahiba Mansingot	350	0	0
9	Khawas Guman Rai	760	0	0
10	Kabrai Bhawani Dan	1,000	0	0
11	Bhandar Sri Gardhan	1,850	0	0
12	Sri Achirajji Maha Prubhu	285	0	0
	TOTAL	15,905	0	0

KOTAH POLITICAL AGENCY,
The 8th November 1881.

C. A. BAYLAY, *Major*,
Political Agent.

dated the 2nd of October 1885, or until the expiration of a period of ten years from the date of the opening of the Railway for public traffic of all kinds, whichever period shall first expire, and shall be determinable then, or upon the 30th June or the 31st December in any year thereafter, provided that not less than twelve months' previous notice in writing has been given by one of the parties to this Agreement to the other of them.

Clause 1 as amended in 1913.

This Agreement shall remain in force until the expiration of the Principal Contract subsisting between the Company and the Secretary of State for India, dated the 2nd of October 1885, or until the expiration of a period of ten years from the date of the opening of the Railway for public traffic of all kinds, whichever period shall first expire, and shall be determinable then, or upon the 31st March or the 30th September in any year thereafter, provided that not less than twelve months' previous notice in writing has been given by one of the parties to this Agreement to the other of them.

2. The Railway during the term of this Agreement is to be worked by the Company as part of the undertaking, which consists of the Indian Midland Railway and Railways worked by the Company, subject to the same arrangements as are in force with the Company itself under the Principal Contract except as hereinafter modified.

3. All communications of importance, or involving Capital expenditure between His Highness' Government and the Company, under this Agreement, shall pass through the Political Officer representing the Kotah Durbar and the Consulting Engineer to the Government of India, Lucknow Circle, or such other Officer as the Government of India may from time to time appoint to undertake the same general duties with respect to the Railway, as are entrusted to that Officer by the Government of India in respect to the Indian Midland Railway. All correspondence as to details in connexion with sanctioned works, and as to traffic and other matters, shall be carried on direct between the Political Officer representing the Kotah Durbar and the Indian Midland Railway Company.

4. Within one year from the opening of the Railway, or as soon as possible before the expiration of that period the Railway shall be completely constructed and equipped by and at the expense of His Highness' Government in a substantial and satisfactory manner, as to works, permanent way, buildings, fixed machinery, and in all other respects, and stations and other buildings shall be fully equipped with the usual plant, fittings, furniture and appliances. All the works so carried out including the permanent way, buildings, machinery, plant, fittings, furniture, appliances, and equipments shall be up to the standard on which the Company's own line, buildings and works have been constructed and equipped, or shall be approved of by the Consulting Engineer.

5. A full section of permanent ballast or 84,000 cubic feet per mile of track laid on wooden sleepers outside cuttings, and 87,000 cubic feet per mile of track

laid on steel sleepers, or in rock cuttings, shall be provided by, and at the expense of His Highness' Government, and to meet the loss of ballast resulting from the subsidence of embankments, a further quantity of 8,000 cubic feet per mile of track in bank is to be provided by and at the expense of His Highness' Government. This ballast shall be distributed as follows:—In cuttings and on light banks (under 5 feet) and in station yards the permanent ballast shall be spread, or with the sanction of the Engineer-in-Chief who is superintending the construction of the Railway shall be stacked or laid in such manner as the Company shall approve; on embankments generally it should be stacked on cess, or in Depot for subsequent use. All permanent way on embankments in the first instance and before the opening for general traffic, is to be packed with temporary ballast of sand or sound moorum or the best material obtainable in the District. The cost of distributing, spreading and packing the permanent ballast, which is chargeable to Capital and has to be done by the Company shall be settled finally before the line is taken over by the Company.

6. When the opening of the Railway for public traffic has been sanctioned by the Government of India, His Highness' Government shall, except as provided in clause 7, hand over the Railway to the Company, and the Company shall accept the Railway for the purposes of this Agreement, His Highness' Government guaranteeing to the Company full and undisturbed possession of the Railway at all times during the continuance of this Agreement.

7. The Engineer-in-Chief in charge of the construction of the Railway shall, within one year of the opening of the Railway, complete at the cost of His Highness' Government all additional works, fixed structures, machinery, etc., that may be necessary for the proper completion of the Railway, in accordance with the requirements of the Company or the orders of the Consulting Engineer. Schedules shall be prepared by the representatives of the Railway and the Company showing the works which are considered necessary for the completion of the line within this period. Such works shall not include the spreading and packing of permanent ballast referred to in clause 5 above: and the permanent way and existing works shall be maintained by the Company. A list giving particulars of all furniture and moveable equipment at stations shall be prepared as soon as the furniture and equipment have been fully provided and shall be signed by a representative of the Railway and a representative of the Company.

8. Except as provided in clause 7, all additional works and alterations in existing works that are not of the nature of repairs or new minor works, which may from time to time be agreed upon, between His Highness' Government and the Company, as necessary for the efficient working of the Railway, shall be carried out by the Company at the cost of His Highness' Government on estimates sanctioned and approved by His Highness' Government and the Consulting Engineer.

9. For works which may be required after the first twelve months, the Company shall submit to His Highness' Government an estimate of the probable Capital requirements for the coming official year, and shall during the said year be at liberty to expend the amount mentioned in the estimate or such part thereof

as may be necessary on objects properly chargeable to Capital without further reference to His Higness' Government provided that if the expenditure is incurred on any work not specified in the said estimate, an explanation of the necessity for such expenditure shall be furnished to His Highness' Government at the earliest possible opportunity. Such estimates shall be submitted annually three months before the commencement of the official year. Or if, from any unforeseen circumstances, the total expenditure for which the estimate has been submitted is likely to be exceeded, a fresh application for funds with supplemental estimate shall be made as early as possible. His Highness' Government shall after approval of the estimates place at the disposal of the Company ¼th of the whole amount for which the estimate has been submitted and shall without delay meet all further demands from time to time up to the total amount of the estimate. These estimates shall not include provision for additional ballast beyond the quantity provided for in clause 5.

10. The cost of works the execution of which under clause 9 of this Agreement is required to be carried out by the Company, shall be dealt with as follows :—

(*a*) All such works costing over Rs. 1,000 shall be charged to the Capital Account of the Railway, and paid for by His Highness' Government.

(*b*) Petty works costing not more than Rs. 1,000 each shall be charged to Revenue and shall be met from the sum allowed to the Company for maintenance and working of the said Railway as hereinafter provided.

Provided always that if for any half-year the aggregate expenditure on petty works thereon shall exceed Rs. 20 per mile open in any half-year, such excess shall be charged to the Capital Account of the said Railway and shall be met by His Highness' Government.

11. The Company shall maintain the Railway in good repair and in good working order and condition up to the standard of its own line, and to the satisfaction of the Consulting Engineer upon the following terms—that is to say, the cost and expenses of such maintenance shall be borne by the Company so far only as such maintenance shall be necessary to make good damage caused by the ordinary wear and tear incidental to the use and working of the said Railway and works by the Company, and the conveyance of traffic thereon by the Company, and not further or otherwise; and the Company shall not bear nor be put to any cost or expense for, or in respect of, any repair, restoration, renewal, or replacement necessary to make good any damage that may occur to the said Railway and works, or any portion thereof, which may arise from defective original construction, or may be caused by weather storm accident or any extraordinary casualty not due to defects in the maintenance or working of the Railway by the Company, and to the occurrence of which the Company shall not have in any way contributed by any act, neglect or default of their own. Provided that, if in any case His Highness' Government and the Company shall not agree as to the liability of the Company under this section the matter in question shall be referred to arbitration as hereinafter provided, and the decision arrived at on such arbitration shall be binding on both parties to the reference.

12. During the continuance of this Contract the Company shall be in possession of and have entire control of the Railway, shall supply all staff required for the supervision, maintenance and working, including that for audit and accounts, and shall supply all locomotives and other rolling stock, fuel and working stores required for the efficient working of the Railway.

13. The Railway Police will be provided by the Company, and three equal tenth parts of the cost of providing and maintaining the force from time to time employed will in accordance with the procedure laid down by Government be borne by His Highness' Government, the remaining seven-tenths being a charge against the Company. The term "Police" shall include the force required for law and order as well as that required for watch and ward.

14. The Company shall charge generally such rates, fares, and tolls as are within the schedule of maxima and minima rates sanctioned by Government from time to time for the Indian Midland Railway, and shall make such rules, conditions, and arrangements in respect of the traffic on the Railway as are now, or shall be from time to time, in force on the Indian Midland Railway; and it shall be understood that the Company will not make or give any undue or unreasonable preference or advantage to, or in favour of any particular person or company or any description of traffic or subject any particular person or company to any undue or unreasonable prejudice or disadvantage, but shall do all in its power to develop traffic on the Railway.

15. All costs, charges and expenses incurred by the Company in connexion with the maintenance, management, use and working of the Railway, and the conveyance of traffic thereon shall be paid by the Company, provided that, in the event of the telegraph lines and instruments not being the property of the Railway, the cost of the rent of the same shall be a charge against the Railway.

Clause 15 as amended in 1901.

As from 1st January 1901 this clause shall be read as though the proviso in regard to the rent of telegraph lines and instruments were omitted.

Clause 15 as amended in 1918.

All costs, charges and expenses incurred by the Company in connection with the maintenance, management, use and working of the Railway, and the conveyance of traffic thereon shall be paid by the Company, provided that, in the event of the telegraph lines and instruments not being the property of the Railway, the cost of the rent of the same shall be a charge against the Railway.

16. The gross receipts of the Railway are to be collected and treated as receipts of the Company, and the Company shall pay the same into the Government Treasury in the same way as their own earnings. The expression "gross receipts" as used in this Agreement means and includes gross earnings from coaching and goods traffic, and moneys received by the Company from the working of any telegraphs or telegraphic appliances which are the property of the Railway, or of

which the Government of India have allowed the Company the exclusive use for the purposes of the Railway; also all sums received as rent and all other sundry receipts usually treated as Railway Revenue.

17. The Company shall keep distinct and separate accounts of the gross receipts of the Railway. Such accounts shall be made up half-yearly to the 30th day of June and the 31st day of December in each year, or to such other days as may at any time be prescribed for the Indian Midland Railway, and so soon as the half-yearly accounts of the Company have been passed by the Consulting Engineer, and not later than three months after the close of each half-year, the Company shall render to His Highness' Government, through the Consulting Engineer, a summary of the account of the Railway, signed by the Consulting Engineer and by the Government Examiner of Accounts attached to the Indian Midland Railway.

18. The amounts of the said gross receipts, ascertained as in the last preceding paragraph mentioned, shall be dealt with as follows: namely, for working and maintaining the Railway, as hereinbefore provided, the Company shall retain out of the said gross receipts a sum that shall bear the same percentage to the entire gross receipts of the Railway for each half-year as the aggregate working expenses of the whole System of the Company (including the Railway) shall bear to the gross receipts of that System for the same half-year, but such sum shall not in any half-year exceed 50 per cent. of the entire gross receipts of the said Railway for that half-year and the said sum shall be accepted by the Company in full satisfaction for the supply of rolling stock, plant and machinery, other than fixed machinery, and the managing, working, and maintaining, of the said Railway and works, in accordance with the provisions of this Contract and for the performance by the Company of every other obligation undertaken by them under this Contract with reference to the said Railway and works.

Clause 18 as amended in 1901.

Under clauses 28 and 29 of the contract, dated the 21st December 1900, with the Great Indian Peninsula Railway Company, one general working expenses account will be maintained, and the total working expenses of the Great Indian Peninsula Railway system and the Indian Midland Railway system including branches worked will be first divided in ratio of the gross receipts of each railway system, and the working expenses of the section of the Guna-Baran Railway belonging to the Native State of Kotah will be represented by a sum which shall bear the same proportion of the whole of the working expenses attributed to the Indian Midland Railway system including branches, as the gross receipts of this section of the Guna-Baran Railway bear to the whole gross receipts of the Indian Midland Railway including branches.

Clause 18 as amended in 1918.

The amounts of the said gross receipts ascertained as in the last preceding paragraph mentioned, shall be dealt with as follows, namely, for working and

maintaining the Railway, as hereinbefore provided, the Company shall retain out of the said gross receipts a sum that shall bear the same percentage to the entire gross receipts of the Railway for each half-year as the aggregate working expenses of the whole System of the Company (including the Railway) shall bear to the gross receipts of that System for the same half-year, but such sum shall not in any half-year exceed 50 per cent. of the entire gross receipts of the said Railway for that half-year, and the said sum shall be accepted by the Company in full satisfaction for the supply of rolling-stock, plant and machinery other than fixed machinery, and the managing, working and maintaining of the said Railway and works, in accordance with the provisions of this contract, and for the performance by the Company of every other obligation undertaken by them under this contract, with reference to the said Railway and works. The said sum referred to above will not include rent on the capital cost of telegraph lines and instruments provided by the Government Telegraph Department.

19. The remainder of the said gross receipts, after deduction of the sum so retained by the Company as aforesaid, shall be paid over to His Highness' Government in the manner prescribed by the Government of India. Every Revenue account shall be considered as settled at the expiration of three calendar months after the same shall have been submitted to His Highness' Government, but nevertheless any error which may subsequently be discovered therein shall be corrected in the next or in any subsequent Revenue account.

20. All money transactions under this Agreement as between His Highness, Government and the Company shall be in British Government rupees and the Company are to accept the British Currency only in payment of fares and rates.

21. If His Highness' Government and the Railway Company shall fail to agree touching any matter with respect to which their agreement is required by this Contract, or if, in any case not herein specially provided for, any dispute, question, or controversy shall at any time arise between His Highness' Government and the Company, touching this Contract, or any clause or thing herein contained, or the construction thereof, or any matter connected with this Contract or the operation thereof, or the rights, duties or liabilities of either party in relation to the Contract, then and in every such case the matter in regard to which His Highness' Government and the Company shall fail to agree, or the matter in difference, as the case may be, shall be settled by arbitration in a manner to be arranged between His Highness' Government and the Company with the approval of the Government of India.

RAGHUNATH DOSS,
Prime Minister, Kotah.

F. T. RICKARDS, *Agent,*
Indian Midland Railway.

F. B. HEBBART,
Consulting Engineer to the Government of India,
Lucknow Circle.

The 28th February 1899.

No. IX.

SUPPLEMENTARY AGREEMENT between the KOTAH DARBAR and the SECRETARY OF STATE for INDIA in regard to HIS HIGHNESS THE MAHARAO'S RAILWAY forming part of the GUNA-BARAN RAILWAY,—1911.

An Agreement dated the 12th day of January 1911 between the Government of His Highness the Maharao of Kotah (hereinafter called His Highness' Government) of the one part and the Secretary of State for India in Council (hereinafter called the Secretary of State) of the other part. Whereas this Agreement is intended to be supplemental to an Agreement (hereinafter referred to as the Principal Contract) dated the 20th day of February 1899 and made between His Highness' Government of the one part and the Indian Midland Railway Company, Limited, of the other part whereby it was agreed that His Highness the Maharao's Railway (hereinafter called the said Railway) forming a portion of the Guna-Baran Railway commencing at mileage 261 and 1,571$\frac{3}{4}$ feet from Itarsi Junction in the direction of Baran and extending to Baran Station in the territory of His Highness the Maharao should be worked by the said Company as part of its own undertaking subject to the same arrangements as were in force with the said Company itself under its contract with the Government of India except as thereinafter modified and whereas by virtue of two several Indentures both dated the 21st day of December 1900 and the one being made between the Secretary of State of the one part and the Indian Midland Railway Company, Limited, of the other part and the other being made between the Secretary of State of the one part and the Great Indian Peninsula Railway Company of the other part the Indian Midland Railway Company System including (*inter alia*) the said Railway has been and is for the period of 25 years from the 1st day of July 1900 being maintained, managed and worked by the Secretary of State through the agency of the said Great Indian Peninsula Railway Company and whereas in conformity with the provisions of a certain Indenture, dated the 2nd day of October 1885, and made between the Secretary of State of the one part and the Indian Midland Railway Company, Limited, aforesaid of the other part an arrangement has been made whereby the Indian Midland Railway Company, Limited, is shortly about to relinquish and make over to the Secretary of State the property and undertaking of the Indian Midland Railway Company, Limited, together with all liabilities (if any) as shall then be subsisting and whereas His Highness' Government has agreed with the Indian Midland Railway Company, Limited, accordingly and with the Secretary of State to accept the Secretary of State as a party to the Principal Contract in lieu and in the place of the Indian Midland Railway Company, Limited, as on and from the 1st day of January 1911 upon the terms of the Secretary of State undertaking to perform the Principal Contract and to be bound by the terms thereof.

Now it is hereby agreed as follows :—

(1) The Secretary of State undertakes to observe and perform the terms and provisions of the Principal Contract as on and from the 1st day of January 1911 and to be bound by the terms thereof in every way as

if the Secretary of State were a party to the Principal Contract in lieu of the Indian Midland Railway Company, Limited.

(2) His Highness' Government hereby accepts on and from the date aforesaid the liability of the Secretary of State under and upon the Principal Contract in lieu of the liability of the Indian Midland Railway Company, Limited, and agrees to be bound by the terms of the Principal Contract in every way as if the Secretary of State were named therein as a party thereto in place of the Indian Midland Railway Company, Limited, and as acting therein through the agency of the Great Indian Peninsula Railway aforesaid or through the agency of such other company as the Secretary of State shall at any time thereafter appoint and the terms and provisions of the Principal Contract were altered and made applicable accordingly.

In witness whereof Robert Charles Francis Volkers being Secretary to the Railway Board acting in the premises for and on behalf of the Secretary of State for India in Council and Raghunath Dass, Diwan, on behalf of the Government of His Highness the Maharao of Kotah have hereunto set their hands the day and year first above written.

Signed and delivered by the said ROBERT CHARLES FRANCIS VOLKERS, Secretary to the Railway Board acting in the premises for and on behalf of the Secretary of State for India in Council in the presence of—
E. C. RUNDLETT,
Personal Assistant, Railway Board.
} R. C. F. VOLKERS.

Signed by the said RAGHUNATH DASS, Diwan Kotah State, in the presence of—
A. D. BANNERMAN, *Major,*
Political Agent, Kotah.
} RAGHUNATH DASS.

No. X.

TREATY between the HONOURABLE ENGLISH EAST INDIA COMPANY and MAHARAJAH JUDKOOL CHUNDURBHAL HURBUKSH PAL DEO, RAJAH of KEROWLEE concluded by MR. CHARLES THEOPHILUS METCALFE on the part of the HONOURABLE COMPANY, in virtue of full powers from HIS EXCELLENCY the MOST NOBLE the MARQUIS of HASTINGS, K.G., GOVERNOR-GENERAL, &c., and by MEER UTTEEKOOLA on the part of the RAJAH, in virtue of full powers from the said RAJAH,—1817.

ARTICLE 1.

There shall be perpetual friendship, alliance, and unity of interest between the British Government on the one hand and the Rajah of Kerowlee and his descendants on the other.

ARTICLE 2.

The British Government takes under its protection the dominions of the Rajah of Kerowlee.

ARTICLE 3.

The Rajah of Kerowlee acknowledges the supremacy of, and will co-operate with the British Government for ever. He will not commit aggressions on any one. He will not enter into negociations with any one, without the consent of the British Government. If by chance any dispute arise with any one it shall be submitted to the arbitration and award of the British Government. The Rajah is absolute ruler of his own dominions, and the British jurisdiction shall not be introduced therein.

ARTICLE 4.

The British Government spontaneously remits to the Rajah and his descendants the tribute which the Rajah used to pay to the Peishwa, and which has been ceded by the Peishwa to the British Government.

ARTICLE 5.

The Rajah of Kerowlee shall furnish troops at the requisition of the British Government according to his means.

ARTICLE 6.

The present Treaty of 6 Articles having been settled at Delhi, and signed and sealed by Mr. Charles Theophilus Metcalfe and Meer Utteekoola the ratification of the same by His Excellency the Most Noble the Governor-General and the Maharajah of Kerowlee, shall be delivered at Delhi within one month from the present date, 9th November 1817.

C. T. METCALFE.

THE RAJAH'S SEAL.

MEER UTTEEKOOLA'S SEAL.

HASTINGS.

This Treaty was ratified by His Excellency the Governor-General, in Camp, at Salyah, on the fifteenth day of November, one thousand eight hundred and seventeen.

J. ADAM,

Secy. to the Govr.-Genl.

No. XI.

EXTRADITION TREATY between the BRITISH GOVERNMENT and HIS HIGHNESS MUDUN PAL, MAHARAJA of KEROWLEE, G.C.S.I., his heirs and successors executed on the one part by LIEUTENANT-COLONEL RICHARD HARTE KEATINGE, C.S.I., and V.C., AGENT to the GOVERNOR-GENERAL for the STATES of RAJPOOTANA, in virtue of the full powers vested in him by HIS EXCELLENCY the RIGHT HON'BLE SIR JOHN LAIRD MAIR LAWRENCE, BARONET, G.C.B., and G.C.S.I., VICEROY and GOVERNOR-GENERAL of INDIA, and on the other part by FUZUL RUSOOLKHAN, in virtue of the full powers conferred on him by MAHARAJA MUDUN PAL aforesaid,—1868.

ARTICLE 1.

That any person, whether a British or Foreign subject, committing a heinous offence in British territory, and seeking shelter within the limits of the Kerowlee State, shall be apprehended and delivered up by the latter Government to the former on requisition in the usual manner.

ARTICLE 2.

That any person, being a subject of Kerowlee, committing a heinous offence within the limits of the Kerowlee State, and seeking asylum in British territory, will be apprehended and delivered up by the latter Government to the former on requisition in the usual manner.

ARTICLE 3.

That any person other than a Kerowlee subject committing a heinous offence within the limits of the Kerowlee State, and seeking asylum in British territory, will be apprehended and the case investigated by such Court as the British Government may direct. As a general rule such cases will be tried by the Court of the Political Officer in whom the political supervision of the Kerowlee State may at the time be vested.

ARTICLE 4.

That in no case shall either Government be bound to surrender any person accused of a heinous offence except on requisition duly made by, or by the authority of the Government within whose territory the offence shall be charged to have been committed, and also upon such evidence of criminality as, according to the laws of the country in which the person accused shall be found, would justify his apprehension and sustain the charge if the offence had been there committed.

ARTICLE 5.

That the following offences be deemed as coming within the category of heinous offences :—

1. Murder.
2. Attempt to murder.
3. Culpable homicide under aggravating circumstances.
4. Thuggee.
5. Poisoning.
6. Rape.
7. Causing grievous hurt.
8. Child-stealing.
9. Selling females.
10. Dacoitee.
11. Robbery.
12. Burglary.
13. Cattle-theft.
14. Arson.
15. Forgery.
16. Counterfeiting coin, or uttering base coin.
17. Criminal breach of trust.
18. Criminal misappropriation of property.
19. Abetting the above offences.

ARTICLE 6.

The expense of any apprehension, detention, or surrender made in virtue of the foregoing stipulations shall be borne and defrayed by the Government making the requisition.

ARTICLE 7.

The above Treaty shall continue in force until either of the high contracting parties shall give notice to the other of its wish to terminate it.

ARTICLE 8.

Nothing herein contained shall be deemed to affect any Treaty now existing between the high contracting parties, except so far as any Treaty may be repugnant thereto.

Done at Ajmere this twenty-seventh day of November in the year one thousand eight hundred and sixty-eight.

R. H. KEATINGE,
Agent, Governor-General.

FUZUL RUSOOL KHAN,
Vakeel of the Maharaja of Kerowlee.

JOHN LAWRENCE,
Viceroy and Governor-General of India.

This Treaty was ratified by His Excellency the Viceroy and Governor-General of India, at Fort William, on the 20th of December 1868.

W. S. SETON-KARR,
Secy. to the Govt. of India, Foreign Dept.

No. XII.

KEROWLEE SALT AGREEMENT, dated the 23rd January 1882.
RATIFIED THE 8TH APRIL 1882.

ARTICLE 1.

His Highness the Maharaja of Kerowlee agrees to suppress and absolutely prohibit and prevent the manufacture of salt within any part of the Kerowlee State, whether overtly or under the guise of manufacturing saltpetre or other saline product, and to destroy and erase existing salt-works, if any, so that salt cannot there be made.

ARTICLE 2.

No tax, toll, transit duty or due of any kind whatsoever shall be levied on salt, whether exported from, or imported into, or carried through, the Kerowlee State.

ARTICLE 3.

His Highness the Maharaja agrees to prohibit the importation into, or consumption within, the Kerowlee State of any salt whatever, other than salt upon which duty has been levied by the British Government.

ARTICLE 4.

In consideration of the effective observance by His Highness the Maharaja of Kerowlee of the stipulations in this Agreement, the British Government agree to pay to His Highness the Maharaja of Kerowlee, in lieu of import, export, transit and every other charge on salt, the sum of Rs. 5,000 (five thousand) annually, the first payment to be made after the expiration of twelve months from the date on which this Agreement comes into force.

Further, the British Government engage to deliver yearly at Sambhar, free of cost and duty, fifty (50) maunds of salt of good quality, for the personal use of the Maharaja of Kerowlee, to any one empowered by the said Maharaja in that behalf. This salt shall be forthwith removed into the Kerowlee State, and shall not be used for purposes of traffic or re-exported therefrom.

ARTICLE 5.

None of the stipulations in this Agreement shall be modified or annulled without the previous consent of both the contracting parties.

ARTICLE 6.

Nothing herein contained shall be deemed to affect any Treaty now existing between the British Government and the Maharaja of Kerowlee, except in so far as its provisions may be repugnant thereto.

ARTICLE 7.

This Agreement is considered to have come into force on the 1st October 1881.

No. XIII.

AGREEMENT supplementary to the TREATY of 1868 regarding EXTRADITION,—1887.

Whereas a Treaty relating to the extradition of offenders was concluded on the 20th December 1868, between the British Government and the Kerowlee State: And whereas the procedure prescribed by the Treaty for the extradition of offenders from British India to the Kerowlee State has been found by experience to be less simple and effective than the procedure prescribed by the law as to the extradition of offenders in force in British India: It is hereby agreed between the British Government and the Kerowlee State that the provisions of the Treaty prescribing a procedure for the extradition of offenders shall no longer apply to cases of extradition from British India to the Kerowlee State; but that the procedure prescribed by the law as to the extradition of offenders for the time being in force in British India shall be followed in every such case.

Signed at Kerowlee this the third day of August in the year A.D. one thousand eight hundred and eighty-seven.

BHANWAR PAL,
Maharaja of Kerowlee
N. C. MARTELLI, *Major*,
Poltl. Agent, Bhurtpore and Kerowlee
DUFFERIN,
Viceroy and Governor General of India.

This Agreement was approved and confirmed by His Excellency the Viceroy and Governor-General of India at Fort William on the twenty-eighth day of March A.D. one thousand eight hundred and eighty-eight.

H. M. DURAND,
Secretary to the Government of India, Foreign Department.

No. XIV.

TREATY with the RAJAH of BHURTPORE,—1803.

TREATY concluded between HIS EXCELLENCY LIEUTENANT-GENERAL GERARD LAKE, COMMANDER-IN-CHIEF of HIS MAJESTY'S and the HONOURABLE COMPANY'S FORCES in the EAST INDIES, on the part of HIS EXCELLENCY THE MOST NOBLE RICHARD, MARQUIS WELLESLEY, KNIGHT of the MOST ILLUSTRIOUS ORDER of SAINT PATRICK, one of HIS BRITANNIC MAJESTY'S MOST HONOURABLE PRIVY COUNCIL, CAPTAIN GENERAL AND COMMANDER-IN-CHIEF of all the LAND FORCES serving in the BRITISH POSSESSIONS in INDIA, and GOVERNOR-GENERAL in COUNCIL, at FORT WILLIAM in BENGAL, and MAHARAJAH BESHOINDER SEWAEE RUNJEET SING BAHADOOR, RAJAH of BHURTPORE,—1803.

ARTICLE 1.

Perpetual friendship shall be maintained between Maharajah Beshoinder Sewaee Runjeet Sing Bahadoor, Bahadoor Jung, and the Honourable Company.

ARTICLE 2.

The friends and enemies of either State shall be the friends and enemies of both.

ARTICLE 3.

The British Government shall never interfere in the concerns of the Maharajah's country, nor exact any tribute from him.

ARTICLE 4.

If an enemy should invade the territories of the Honourable Company the Maharajah hereby engages to furnish to the English the aid of his troops in the expulsion of such enemy; and, in like manner, the Honourable Company engages to assist the Maharajah with its forces in defending his dominions against external attacks.

The sincerity of this engagement is attested on the Holy Bible.

Dated the 29th day of September, in the year of Our Lord 1803, corresponding with the 11th day of the month of Jemmaudee-ul-Saunee, in the year 1218 Hegira.

G. LAKE.

The above Treaty was ratified by the Governor-General in Council on the 22nd October 1803.

No. XV.

TREATY with the RAJAH of BHURTPORE,—1805.

TREATY of AMITY and ALLIANCE between the HONOURABLE the EAST INDIA COMPANY and the MAHARAJAH SEWAEE BESHOINDER RUNJEET SING BAHADOOR, BAHADOOR JUNG settled by HIS EXCELLENCY GENERAL GERARD, LORD LAKE, BARON of DELHI and LASWARREE, and ASTON CLINTON, COMMANDER-IN-CHIEF of the BRITISH FORCES in INDIA, in virtue of authority vested in him for that purpose by HIS EXCELLENCY the MOST NOBLE THE MARQUIS WELLESLEY, KNIGHT of the MOST ILLUSTRIOUS ORDER of SAINT PATRICK, one of HIS BRITANNIC MAJESTY'S MOST HONOURABLE PRIVY COUNCIL, GOVERNOR-GENERAL in COUNCIL of all the BRITISH POSSESSIONS, and CAPTAIN GENERAL of all the BRITISH LAND FORCES in the EAST INDIES, in behalf of the HONOURABLE THE ENGLISH EAST INDIA COMPANY and by MAHARAJAH SEWAEE BESHOINDER RUNJEET SING BAHADOOR, on behalf of himself, his heirs, and successors.

ARTICLE 1.

A firm and permanent friendship is established between the Honourable the English East India Company and Maharajah Sewaee Bahadoor Runjeet Sing Bahadoor, and between their heirs and successors.

ARTICLE 2.

As friendship has been established between the two States the friends and enemies of one of the parties shall be considered the friends and enemies of both, and an adherence to this condition shall be constantly observed by both States.

ARTICLE 3.

Whereas circumstances have occurred which have interrupted the friendship formerly subsisting between the Honourable Company and Maharajah Runjeet Sing Bahadoor, which friendship is now renewed, in order to prevent the recurrence of such circumstances, the Maharajah agrees, as a security to the British Government, that one of his sons shall constantly remain with the officer who may command the British forces in the Soubahs of Delhi or Agra until such time as the British Government may be perfectly satisfied in regard to the Maharajah's fidelity; and the Honourable Company, on the other hand, agrees that upon satisfactory proof being afforded of the Maharajah's fidelity and attachment to the British Government, the Fort of Deeg, which is now in the possession of the Officers of Government, shall be restored to Rajah Runjeet Sing.

ARTICLE 4.

Maharajah Runjeet Sing binds himself to pay to the Honourable the English East India Company, in consideration of the peace now granted to him, the sum of twenty lakhs of Furrackabad Sicca rupees by instalments as hereunto subjoined; and the Honourable Company, in consideration of the losses the Maharajah has suffered, and the destruction of his country, and of the representation he has made of his inability to provide means for the immediate payment of this amount, agrees to receive it by instalments as undermentioned; and the Honourable Company further promises that if, at the period when the payment of the last instalment of five lakhs of rupees shall become due, the Government shall be satisfied with the proofs of the Maharajah's fidelity and attachment, the payment of this instalment shall be remitted.

	F. S. Rupees.
To be paid immediately	3,00,000
In two months	2,00,000
	5,00,000

Instalments.

At the end of the year 1862 Summut (April 1806)	3,00,000
At the end of the year 1863 Summut (April 1807)	3,00,000
At the end of the year 1864 Summut (April 1808)	4,00,000
At the end of the year 1865 Summut (April 1809)	5,00,000
	20,00,000

ARTICLE 5.

The country which was formerly in the possession of Maharajah Runjeet Sing previously to the accession of the English Government, is now confirmed to him by the Honourable Company; and the Honourable Company, in consideration of the friendship now established, will not interfere in the possession of this country, nor demand any tribute on account of it.

ARTICLE 6.

In the event of any enemy evincing a disposition to attack the dominions of the Honourable Company, Maharajah Runjeet Sing binds himself to assist, to the utmost of his power, in expelling the enemy, and in no measure to hold any correspondence or be in any way connected with, or assisting to, the enemies of the Honourable Company.

ARTICLE 7.

As by the second Article of the present Treaty, the Honourable Company becomes guarantee to Maharajah Runjeet Sing for the security of the country against external enemies the Maharajah hereby agrees, that if any misunderstanding should arise between him and the circar of any other Chieftain the Maharajah will, in the first instance, submit the cause of dispute to the Honourable Company's Government, that the Government may endeavour to settle it amicably, agreeably to justice and ancient usage. If from the obstinacy of the opposite party no amicable terms can be settled then Maharajah Runjeet Sing may demand aid from the Company's Government. In the event above stated in this Article it will be granted.

ARTICLE 8.

The Maharajah shall not in future entertain in his service, nor give admission to any English or French subjects, or any other person from among the inhabitants of Europe, without the sanction of the Honourable Company's government: and the Honourable Company also agrees not to give admission to any of the Maharajah's relations or servants without his consent.

The above Treaty, comprised in eight Articles, has been duly concluded and confirmed by the seals and signatures of His Excellency General Gerard, Lord Lake, and Maharajah Sewaee Beshoinder Runjeet Sing Bahadoor, at Bhurtpore, in the Soubah of Akberabad, on the 17th day of April 1805, corresponding with the 16th of Mohurrum, 1220 Hegira, and with the 3rd day of Bysauk, 1862 Summut.

When a Treaty containing the above eight Articles shall be delivered to Maharajah Sewaee Beshoinder Runjeet Sing Bahadoor, under the seal and signature of His Excellency the Most Noble the Governor-General in Council, the present

Treaty, under the seal and signature of His Excellency General Gerard, Lord Lake, shall be returned.

LAKE.

RAJAH'S SEAL.

Ratified by the Governor-General in Council on the 4th May 1805.

WELLESLEY.

G. H. BARLOW.

G. UDNY.

No. XVI.

EXTRADITION TREATY between the BRITISH GOVERNMENT and the REGENCY COUNCIL of the BHURTPORE STATE, on behalf of HIS HIGHNESS JESWUNT SINGH, MAHARAJA of BHURTPORE, his heirs and successors, executed on the one part by CAPTAIN CHARLES KENNETH MACKENZIE WALTER, POLITICAL AGENT, under authority from COLONEL WILLIAM FREDERIC EDEN, AGENT to the GOVERNOR-GENERAL for the STATES of RAJPOOTANA, in virtue of the full powers vested in him by HIS EXCELLENCY the RIGHT HON'BLE SIR JOHN LAIRD MAIR LAWRENCE, BARONET, G.C.B. and G.C.S.I., VICEROY and GOVERNOR-GENERAL of INDIA, and on the other part by DEWAN LULTAPERSAD, a MEMBER of the REGENCY COUNCIL, in virtue of the full powers conferred on him by the REGENCY COUNCIL, in behalf of MAHARAJA JESWUNT SINGH, aforesaid,—1868.

ARTICLE 1.

That any person, whether a British or Foreign subject, committing a heinous offence in British territory and seeking shelter within the limits of the Bhurtpore State, shall be apprehended and delivered up by the latter Government to the former, on requisition in the usual manner.

ARTICLE 2.

That any person, being a subject of Bhurtpore, committing a heinous offence within the limits of the Bhurtpore State and seeking asylum in British territory, will be apprehended and delivered up by the latter Government to the former, on requisition in the usual manner.

ARTICLE 3.

That any person, other than a Bhurtpore subject, committing a heinous offence within the limits of the Bhurtpore State and seeking asylum in British territory, will be apprehended and the case investigated by such Court as the British Government may direct. As a general rule such cases will be tried by the Court of the Political Officer, in whom the political supervision of Bhurtpore may, at the time, be vested.

ARTICLE 4.

That in no case shall either Government be bound to surrender any person accused of a heinous offence, except on requisition duly made by, or by the authority of the Government within whose territories the offence shall be charged to have been committed: and also, upon such evidence of criminality as, according to the laws of the country in which the person accused shall be found, would justify his apprehension and sustain the charge if the offence had been there committed.

ARTICLE 5.

That the following offences be deemed as coming within the category of heinous offences:—

1. Murder.
2. Attempt to murder.
3. Culpable homicide under aggravating circumstances.
4. Thuggee.
5. Poisoning.
6. Rape.
7. Causing grievous hurt.
8. Child-stealing.
9. Selling females.
10. Dacoitee.
11. Robbery.
12. Burglary.
13. Cattle-theft.
14. Arson.
15. Forgery.
16. Counterfeiting coin, or uttering base coin.
17. Criminal breach of trust.
18. Criminal misappropriation of property.
19. Abetting the above offences.

ARTICLE 6.

The expenses of any apprehension, detention, or surrender, made in virtue of the foregoing stipulations, shall be borne and defrayed by the Government making the requisition.

ARTICLE 7.

The above Treaty shall continue in force until either of the high contracting parties shall give notice to the other of its wish to terminate it.

ARTICLE 8.

Nothing herein contained shall be deemed to affect any Treaty now existing between the high contracting parties, except so far as any Treaty may be repugnant thereto.

Signed, sealed, and exchanged at Bhurtpore, this twenty-fourth day of December A.D. one thousand eight hundred and sixty-seven, corresponding to the fourteenth day of Poos Buddee Sumbut nineteen hundred and twenty-four.

C. K. M. WALTER, *Capt.*,
Polil. Agent of Bhurtpore.

SEAL OF THE MAHARAJA OF BHURTPORE.

JOHN LAWRENCE,
Viceroy and Govr.-Genl. of India.

This Treaty was ratified by His Excellency the Viceroy and Governor-General of India, at Fort William, on the 11th March 1868.

R. TEMPLE,
Offg. Secy. to the Govt. of India.

No. XVII.

BHURTPORE SALT AGREEMENT, dated the 23rd January 1879.
RATIFIED THE 14TH APRIL 1879.

ARTICLE 1.

The Maharaja of Bhurtpore agrees to suppress and absolutely prohibit and prevent the manufacture of salt within any part of the Bhurtpore State, whether overtly or under the guise of manufacturing saltpetre or other saline product and to destroy and erase existing salt-pans, so that salt cannot be there made.

ARTICLE 2.

No tax, toll, transit duty or due of any kind whatever shall be levied by, or with the permission or knowledge of, the Maharaja of Bhurtpore on salt, sugar, or other saccharine produce, whether exported from or imported into, or carried through the Bhurtpore State: Provided that nothing in this Article shall be held to prohibit the levy at the town gates of octroi, choonghi, or other cess or duty on the said articles imported for actual consumption into towns the population of which exceeds 5,000 inhabitants.

ARTICLE 3.

The Maharaja of Bhurtpore agrees to prohibit the importation into, or consumption within, the Bhurtpore State of any salt whatever other than salt upon which duty has been levied by the British Government, and the one thousand maunds of salt mentioned in Article 7.

ARTICLE 4.

From the date on which this Agreement comes into force the Maharaja will refuse to sanction any further sales from stocks of salt then existing within the said State held partly or wholly by or on behalf of the Bhurtpore State. As soon after the said date as conveniently may be these stocks shall be examined by officers to be appointed jointly by the Maharaja of Bhurtpore and the British Government, and shall be then transferred to the British Government on payment of such price as the examining officers may apprise as their then present value.

ARTICLE 5.

If any considerable private stocks of salt be proved to exist within the Bhurtpore State at the time when this Agreement comes into force the Maharaja of Bhurtpore will, if so required by the British Government, take possession of such stocks and will give the owners thereof the option either of transferring the salt to the British Government at such equitable valuation as he may fix, in concurrence with the Political Agent, or of paying to the said Agent such duty not exceeding two rupees eight annas per maund on such salt as the Governor-General in Council may fix. In the event of the owners as aforesaid accepting the latter alternative they shall be allowed to retain the salt on which duty so provided may be paid, but not otherwise.

ARTICLE 6.

The losses of salt manufacturers and Lagdars within the Bhurtpore State having been considered in concert by the British Government and the Maharaja of Bhurtpore, the British Government have paid to the Maharaja of Bhurtpore the sum of Rs. 2,26,000 by way of compensation to the said persons, and the Maharaja has undertaken to distribute the said sum of Rs. 2,26,000 among the said persons.

ARTICLE 7.

The Maharaja declines to receive any compensation on account of the present suppression of his salt-works, because he has independently determined on and ordered this, but in consideration of the due observance of the other stipulations hereinbefore provided, the British Government shall pay to the Maharaja of Bhurtpore, with effect from the date on which this Agreement comes into force, the sum of Rs. 1,50,000 per annum, the said sum to be paid in half-yearly instalments of Rs. 75,000. Further, the British Government engage to deliver yearly at Sambhar, free of cost and duty, one thousand maunds of salt of good quality for the use of the Maharaja to any one empowered by him in that behalf. This salt shall not be re-exported from the Bhurtpore State.

ARTICLE 8.

None of the stipulations set forth in this Agreement shall be modified or annulled without the previous consent of both the contracting parties.

ARTICLE 9.

Nothing herein contained shall be deemed to affect any Treaty now existing between the British Government and the Maharaja of Bhurtpore except in so far as its provisions may be repugnant thereto.

ARTICLE 10.

This Agreement is to come into force from a date to be fixed hereafter ' y the British Government.

No. XVIII.

AGREEMENT Supplementary to the TREATY of 1868 regarding EXTRADITION,—1887.

Whereas a Treaty relating to the extradition of offenders was concluded on the 11th March 1868 between the British Government and the Bhurtpore State: And whereas the procedure prescribed by the Treaty for the extradition of offenders from British India to the Bhurtpore State has been found by experience to be less simple and effective than the procedure prescribed by the law as to the extradition of offenders in force in British India: It is hereby agreed between the British Government and the Bhurtpore State that the provisions of the Treaty prescribing a procedure for the extradition of offenders shall no longer apply to cases of extradition from British India to the Bhurtpore State; but that the procedure prescribed by the law as to the extradition of offenders for the time being in force in British India shall be followed in every such case.

Signed at Bhurtpore this twenty-seventh day of August in the year A.D. one thousand eight hundred and eighty-seven.

JASWANT SINGH, G.C.S.I.,
Maharaja of Bhurtpore.

N. C. MARTELLI, *Major,*
Offg. Poltl. Agent, Bhurtpore and Kerowlee.

DUFFERIN,
Viceroy and Governor-General of India.

This Agreement was approved and confirmed by His Excellency the Viceroy and Governor-General of India at Fort William on the twenty-eighth day of March A.D. one thousand eight hundred and eighty-eight.

H. M. DURAND,
Secretary to the Government of India,
Foreign Department.

No. XIX.

AGREEMENT entered into between the BRITISH GOVERNMENT and HIS HIGHNESS SRI BRIJINDAR SAWAI RAM SINGH BAHADUR, MAHARAJA of BHURTPORE, for the introduction of definite arrangements for the effective control and discipline of the BHURTPORE IMPERIAL SERVICE TROOPS when serving beyond the FRONTIER of the BHURTPORE STATE,—1899.

Whereas His Highness Sri Brijindar Sawai Ram Singh Bahadur, Bahadur Jang, Maharaja of Bhurtpore, maintains a force of Imperial Service Troops for the purpose of co-operating, if need be, in the defence of the British Empire, and

Whereas it is necessary that the Imperial Service Troops of the Bhurtpore State, when associated with troops of the British Army, should be under the orders of the Officer Commanding the combined forces, and subject to the like discipline and control as the officers and soldiers of Her Majesty's Indian Army, and

Whereas it is not the wish or intention of the Government of India that a British officer should be appointed to command any corps of Imperial Service Troops, though British officers are employed in order to instruct and inspect the said troops.

It is hereby agreed between the Governor-General of India of the one part and His Highness Sri Brijindar Sawai Ram Singh Bahadur, Bahadur Jang, Maharaja of Bhurtpore, of the other, as follows, namely—

1. Whenever the said troops or any portion thereof are moved beyond the frontier of the said State, they shall be attached to the command and under the orders of the Officer Commanding the District, Contingent or Force in which they are employed, and such officer shall, by virtue of this agreement, be authorised to administer in respect to the said troops, so serving, the military laws and regulations to which they are subject under the laws of the said State, and for that purpose and for the due preservation of discipline among the same, to convene all such Courts, and to issue all such orders, and to pass all such judgments and sentences, and generally to exercise all such authority as may be lawfully convened, issued, passed and exercised by the authorities of the Bhurtpore State, when the said troops are serving within the territorial limits of the said State: Provided always that the execution of every sentence so passed in British territory shall be carried out under the orders of His Highness the Maharaja or of some person to whom the requisite authority has been delegated by him.

2. In order further to ensure the efficiency of the said Imperial Service Troops, and the maintenance of discipline among them when serving along with Her Majesty's forces, the said His Highness Sri Brijindar Sawai Ram Singh Bahadur, Bahadur Jang, Maharaja of Bhurtpore, has embodied in the disciplinary law of his State, applicable to the said Imperial Service Troops when employed on active service either within or without British India, the provisions, *mutatis mutandis*, of the Indian Articles of War for the time being in force. The due application and enforcement of the said provisions in respect of the Imperial Service Troops aforesaid shall be carried out under the authority of the Officer Commanding the District, Contingent or Force aforesaid.

P. Raghubir Singh,
(other signatures in vernacular)
Members of the State Council,
Bhurtpore.

Dated Bhurtpore;
The 24th February 1890.

C. Herbert, *Major,*
Political Agent, Eastern States, Rajputana.

Approved and confirmed by the Government of India.

By order,

SIMLA;
The 7th May 1901.

H. S. BARNES,
Secretary to the Government of India,
Foreign Department.

No. XX.

AGREEMENT entered into by the BHARATPUR REGENCY COUNCIL regarding the cession of jurisdiction on the BHARATPUR portion of the AGRA-DELHI CHORD RAILWAY,—1904.

We, Rai Bahadur Sohan Lall, Khan Bahadur Rashid-ud-din Khan, Dhau Bakhshi Raghubir Singh, Sayed Sajjad Hussen, and Rao Sahib Damodar Lal, Members of the State Council, Bharatpur, do hereby cede to the British Government full and exclusive power and jurisdiction of every kind over the lands in the Bharatpur State which are or may hereafter be occupied by the Agra-Delhi Chord Railway, (including all lands occupied for stations, for out-buildings and for other railway purposes), and over all persons and things whatsoever within the said lands.

SOHAN LALL,
Member of Council.

MUHAMMAD RASHID-UD-DIN KHAN,
Member of Council.

D. B. RAGHUBIR SINGH,
Member, State Council, Bharatpur.

SAJJAD HUSSEN,
Member, Council.

DAMODAR LAL,
Member, State Council.

Countersigned.

Dated 20th July 1904.

C. G. F. FAGAN, *Lieut.-Col.,*
Political Agent, Eastern Rajputana States.

No. XXI.

ARTICLES of a TREATY agreed upon between HIS EXCELLENCY GENERAL GERARD LAKE, COMMANDER-IN-CHIEF of the BRITISH FORCES in INDIA, in virtue of authority granted for that purpose by HIS EXCELLENCY the MOST NOBLE the MARQUIS WELLESLEY, GOVERNOR-GENERAL, &c., &c., &c., and MAHA RAO RAJAH SEWAEE BUKTAWUR SING BAHADOOR,—1803.

ARTICLE 1.

A permanent friendship is established between the Honourable the English East India Company and Maha Rao Rajah Sewaee Buktawur Sing Bahadoor and between their heirs and successors.

ARTICLE 2.

The friends and enemies of the Honourable Company shall be considered the friends and enemies of Maha Rao Rajah, and the friends and enemies of Maha Rao Rajah shall be the friends and enemies of the Honourable Company.

ARTICLE 3.

The Honourable Company shall not interfere with the country of Maha Rao Rajah nor shall demand any tribute from him.

ARTICLE 4.

In the event of any enemy evincing a disposition to attack the countries now in the possession of the Honourable Company or of their allies in Hindoostan Maha Rao Rajah agrees to send the whole of his force to their assistance, and to exert himself to the utmost of his power to repel the enemy, and to omit no opportunity of proving his friendship and attachment.

ARTICLE 5.

As from the friendship established by the second Article of the present Treaty the Honourable Company become guarantee to Maha Rao Rajah for the security of his country against external enemies, Maha Rao Rajah hereby agrees that, if any misunderstanding should arise between him and the Circar of any other Chieftain, Maha Rao Rajah will, in the first instance, submit the cause of dispute to the Company's government, that the government may endeavour to settle it amicably. If, from the obstinacy of the opposite party no amicable terms can be settled then Maha Rao Rajah may demand aid from the Company's government. In the event above stated in this Article it will be granted, and Maha Rao Rajah agrees to take upon himself the charge of the expense of such aid at the same rate as has been settled with the other Chieftains of Hindoostan.

The above Treaty, comprised in five Articles, has been duly exchanged under the seal and signature of His Excellency General Gerard Lake, and under the seal and signature of Maha Rao Rajah Buktawur Sing Bahadoor, at Puhessur, on the 14th day of November, 1803 of the Christian era, agreeing with the 26th of Rujib, 1218 Hegira, and the 15th of Aghun, 1860 Summut. When a Treaty containing the above five Articles shall be delivered to Maha Rao Rajah, under the seal and signature of His Excellency the Most Noble the Marquis Wellesley, Governor-General, &c., &c., &c., the present Treaty, under the seal and signature of His Excellency General Lake, shall be returned.

G. LAKE.

THE RAJAH'S SEAL.

WELLESLEY.

This Treaty was ratified by the Governor-General in Council the 19th December 1803.

No. XXII.

TRANSLATION of a SUNNUD from GENERAL LORD LAKE, to RAJAH SEWAEE BUKTAWUR SING of ULWUR,—1803.

To all mootsuddies present and future, as well as to amils, chowdrees, kanoongoes, zemindars, and cultivators of pergunnahs Ismailpoora and Moodawur, with the talookas of Durbarpore, Rutaee, Neemrana, Mundun, Ghelote, Beejwar, Suraie, Dadree, Loharoo, Boodwanah, and Bhoodchalnahur under the Soobah of Shahjehanabad: Let it be known that between the Honourable the East India Company of England and Maha Rao Rajah Sewaee Buktawur Sing, the friendship which existed has been strengthened; therefore, with a view of proving and making this fact public to every one, General Lord Lake directs that the abovementioned districts be made over to the Maha Rao Rajah for his expenses, subject to the concurrence of the Most Noble the Governor-General, Lord Wellesley.

On the permission of the Governor-General being received, another Sunnud will be given in place of the present one, which will be recalled.

Until another Sunnud arrives, this one will remain in possession of the Maha Rao Rajah.

Pergunnahs Ismailpore and Moodawur, with the talookas of Durbarpore, Rutaee, Neemrana, Mundun, Beejwar and Ghelote and Suraie, Dadree and Loharoo, Boodwanah and Boodchalnahur.

Dated the 28th November A.D. 1803, corresponding with the 12th of Shaban, 1218 Hijree, or Aghun Sood Pooranmasee, Sumbut 1860.

G. LAKE.

No. XXIII.

TRANSLATION of an ENGAGEMENT entered into by the VAKEEL of the MAHA RAO RAJAH,—1805.

I, Ahmud Buksh Khan, having full powers from Maha Rao Rajah Sewaee Buktawur Sing, engage, on behalf of myself and the Maha Rao Rajah aforesaid, that one lakh of Rupees shall be paid to the British Government on account of the grant of the fort of Kishenghur, together with its dependencies and the stores contained in the fort and the pergunnahs of Tijara, Tapookeeah and Kultoomaun received in exchange of Dadree, Budwanor, and Bhawna Kerjab, shall be given under the seal and signature of the Maha Rao Rajah; also that the bund of the Laswarree nuddee shall always be open, inasmuch as is necessary for the benefit of the country of the Bhurtpore Rajah. The Maha Rao Rajah will strictly adhere to this agreement.

Whenever an engagement ratified by the Maha Rao Rajah shall be received, this paper shall be returned.

This paper is to be considered as a formal engagement, 21st Rujib, 1220 Hegira,

SEAL OF AHMUD BUKSH KHAN.

C. T. METCALFE,

A. G. G.

No. XXIV.

ENGAGEMENT on the part of MAHA RAO RAJAH BUKTAWUR SING,—1811.

Whereas the strictest unity of interests is firmly established between the British Government and Maha Rao Rajah Sewaee Buktawur Sing, and whereas it is expedient that this should be universally known and understood, the Maha Rao Rajah hereby engages, for himself and his heirs, and successors, that he will never enter into any engagements or negociation whatever with any other State or Chief without the knowledge and consent of the British Government; with this view the present engagement is written on the part of Maha Rao Rajah Sewaee Buktawur Sing, this 16th day of July 1811 of the Christian era, corresponding with the 24th of Jamadee-ool-Sanee, 1246 Hegira, it being understood that the Treaty formerly concluded between the two States is by no means annulled by the present engagement, but, on the contrary, is hereby confirmed and strengthened.

Dated 16th July 1811. MAHA RAO RAJAH BUKTAWUR SING.

No. XXV.

ENGAGEMENT on the part of MAHA RAO RAJAH SEWAEE BENEE SING,—1826.

Whereas certain districts, Tijara, Tupookra, Butaee, Moondawur, &c., were granted to the late Rao Rajah Buktawur Sing by the British Government through the mediation of General Lord Lake, I cede an equivalent for those districts, half in territory and half in money, to my dear brother, Rajah Bulwunt Sing and his heirs in perpetuity, according to the desire of the British Government. The said Rajah shall be absolute master of the ceded territory and pecuniary stipend. If he or any of his descendants die childless, and no heirs of his body remain, then the territory settled shall revert to the principality of Ulwur. If the said Rajah or any of his descendants adopt any son other than the issue of his own loins, the territory and pecuniary stipend shall not go to the adopted child. The territory to be settled on the Rajah shall be compact and adjoining to the frontier of the British dominions, and shall be under the protection of the British Government. Brotherly relation shall continue between me and the said Rajah. The British Government shall be guarantee of this engagement both for me and for the said Rajah.

Magh Soodee Jytt Sumbut 1822, 14th Rujib, 1241 Hegira, 21st February 1826.

C. T. METCALFE,

Resident.

Confirmed by the Governor-General in Council on 14th April 1826.

No. XXVI.

EXTRADITION TREATY between the BRITISH GOVERNMENT and HIS HIGHNESS SEWAEE SHEODAN SING, MAHARAO RAJA of ULWUR, his heirs and successors, executed on the one part by COLONEL WILLIAM FREDERICK EDEN, AGENT to the GOVERNOR-GENERAL for the STATES of RAJPOOTANA, in virtue of the full powers vested in him by HIS EXCELLENCY the RIGHT HONOURABLE SIR JOHN LAIRD MAIR LAWRENCE, BARONET, G.C.B. and G.C.S.I., VICEROY and GOVERNOR-GENERAL of INDIA, and on the other part by LALLA OOMAPURSHAD in virtue of the full powers conferred on him by MAHARAO RAJA SEWAEE SHEODAN SING aforesaid,—1867.

ARTICLE 1.

That any person, whether a British or a Foreign subject, committing a heinous offence in British territory, and seeking shelter within the limits of the Ulwur State, shall be apprehended and delivered up by the latter Government to the former on requisition in the usual manner.

ARTICLE 2.

That any person, being a subject of Ulwur, committing a heinous offence within the limits of the Ulwur State, and seeking asylum in British territory, will be apprehended and delivered up by the latter Government to the former on requisition in the usual manner.

ARTICLE 3.

That any person, other than an Ulwur subject, committing a heinous offence within the limits of the Ulwur State, and seeking asylum in British territory, will be apprehended and the case investigated by such Court as the British Government may direct. As a general rule, such cases will be tried by the Court of the Political Officer, in whom the political supervision of Ulwur may at the time be vested.

ARTICLE 4.

That in no case shall either Government be bound to surrender any person accused of a heinous offence, except upon requisition duly made by, or by the authority of the Government within whose territories the offence shall be charged to have been committed, and also upon such evidence of criminality as, according to the laws of the country in which the person accused shall be found, would justify his apprehension, and sustain the charge if the offence had been there committed.

ARTICLE 5.

That the following offences be deemed as coming within the category of heinous offences:—

1. Murder.
2. Attempt to murder.
3. Culpable homicide under aggravating circumstances.
4. Thuggee.
5. Poisoning.
6. Rape.
7. Causing grievous hurt.
8. Child-stealing.
9. Selling females.
10. Dacoitee.
11. Robbery.
12. Burglary.
13. Cattle-theft.
14. Arson.
15. Forgery.
16. Counterfeiting coin, or uttering base coin.
17. Criminal breach of trust.
18. Criminal misappropriation of property.
19. Abetting the above offences.

ARTICLE 6.

The expenses of any apprehension, detention, or surrender made in virtue of the foregoing stipulations shall be borne and defrayed by the Government making the requisition.

ARTICLE 7.

The above Treaty shall continue in force until either of the high contracting parties shall give notice to the other of its wish to terminate it.

ARTICLE 8.

Nothing herein contained shall be deemed to affect any Treaty now existing between the high contracting parties, except so far as any Treaty may be repugnant thereto.

Done at Mount Aboo this 12th day of October in the year of our Lord 1867.

OOMAPURSHAD, *Vakeel of Ulwur.*

W. F. EDEN, *Agent, Governor-General.*

JOHN LAWRENCE.

This Treaty was ratified by His Excellency the Viceroy and Governor-General of India, at Simla, on the 29th day of October 1867.

W. MUIR,
Foreign Secretary.

No. XXVII.

AGREEMENT entered into between HIS HIGHNESS MAHARAO RAJA SHEODAN SINGH of Alwar and his feudal RAJA BHIM SINGH of Nimrana, dated December 1868.

The Government of India has already declared that the Chief of Nimrana is a feudatory of the Alwar State, and that his claim to independence cannot be admitted. To this decision the Government of India adheres; but it considers that the terms recently proposed to define the exact measure of feudal subjection due by Nimrana to Alwar might with advantage be altered so as to prevent complication, which would otherwise probably arise. His Excellency the Viceroy and Governor-General in Council considers the best way of settling the dispute is to fix a certain sum which the Chief of Nimrana shall pay yearly to the Alwar State, and which the latter shall receive as a full compensation for all conditions originally or at any time proposed.

In accordance with the principle thus laid down the following terms have been agreed to by both parties :—

ARTICLE 1.

That Nimrana pay to Alwar an annual tribute amounting to one-eighth of the land rent of the whole Nimrana estate, jagirs, temple lands, and all other alienations included, calculated on the average rates in the surrounding territories; the amount of the tribute to be fixed for terms of (30) thirty years according to the above-mentioned scale in advance through the mediation of British officers.

ARTICLE 2.

That the tribute from the present year till the close of the year 1898 A.D. be settled at Imperial Rupees 3,000 per annum.

ARTICLE 3.

That the tribute is to be paid at Alwar in half-yearly instalments of Rupees 1,500 during the first week of July and first week of January of each year.

ARTICLE 4.

That besides the annual tribute Nimrana will pay to Alwar nazarana on occasions of successions in the former Chiefship in accordance with the scale laid down in G. O. G. G., No. 578 of the 5th June 1868, which regulates the nazarana of feudatories of the Imperial Government, *i.e.*, in successions in the direct line, that is to say, where the son succeeds his father, or the grandson his grandfather, nazarana shall be levied to an amount equivalent to one-half of the year's revenue of the Chiefship.

In successions by collaterals, that is to say, by brothers, cousins, nephews, and the like, nazarana shall be levied to an amount equivalent to one year's rental of the Chiefship.

When a succession shall have followed within one year the last preceding succession no nazarana shall be levied, and when within two years one-half of the usual nazarana alone shall be levied.

Nazarana shall be calculated on the revenue of the Chiefship, deducting only the tribute payable for the year of succession.

ARTICLE 5.

On succession in the Alwar State Nimrana shall pay a nazarana of Rupees 500.

ARTICLE 6.

The Nimrana Chief shall maintain a Vakil at Alwar, whose expenses, including his establishment, shall not fall short of Rupees 600 per annum.

ARTICLE 7.

A Vakil from Nimrana must be maintained with the Governor-General's Agent, or such other officer as he may nominate.

ARTICLE 8.

No customs or transit duty to be collected in the Nimrana estate either by the Nimrana Chief or by Alwar. Trade is to be entirely free.

The Alwar customs duty on goods passing to and from Nimrana shall be collected at the same rate as in the tariff of the rest of the State.

ARTICLE 9.

The Nimrana Chief will exercise civil and criminal juridiction within his estate, subject only to such conditions as the British Government be pleased to lay down from time to time for the guidance of Chiefs of a like position and status.

ARTICLE 10.

He will not be required to visit Alwar against his wish.

No. XXVIII.

AGREEMENT under the NATIVE COINAGE ACT, 1876, with HIS HIGHNESS the MAHARAO RAJA of ALWAR,—1877.

Articles of Agreement made this tenth day of May 1877, between the Government of India on the one part, and His Highness Sewaee Mangal Sing, Maharao Raja of Alwar, on the other part. Whereas under the Native Coinage Act, 1876, the Governor-General in Council has power from time to time to declare by Notification in the *Gazette of India* that a tender of payment of money, if made in the coins, or the coins of any specified metal, made under the said Act for any Native State, shall be a legal tender in British India. And whereas, as by Section 4 of the said Act it is declared that such power shall be exercisable only under certain conditions, amongst which is the condition that the Native State for which such coins are coined shall enter into Agreements corresponding with the first three Articles of these presents. And whereas by section 5 of the said Act any such State is authorized to send to any Mint in British India metal to be made into coin under the same Act, and (subject as therein mentioned) the Mint Master is required to receive such metal and convert it into coin.

And whereas His Highness the said Maharao Raja of Alwar is a Native State within the meaning of the said Act, and has pursuant to such authority sent to the Mint of Calcutta silver to be coined under the said Act into two lakhs of rupees, and has requested the Government of India to exercise the power hereinbefore recited in the case of the said coins, and the Government of India has consented to exercise such power by issuing the requisite Notification in the *Gazette of India* on the execution by His Highness the said Maharao Raja of Alwar of this Agreement.

Now, these presents witness, and it is hereby agreed between the parties hereto as follows (that is to say):—

Firstly.—His Highness the Maharao Raja of Alwar agrees for himself and his successors to abstain during a term of thirty years from the date of the notification aforesaid from coining silver in his own Mint, and also undertakes that

no coins, resembling silver coins, for the time being a legal tender in British India shall, after the expiration of the said term, be struck under the authority of himself or his successors, or with his or their permission at any place within or without his or their jurisdiction.

Secondly.—His Highness the said Maharao Raja of Alwar hereby agrees for himself and his successors that the law and rules for the time being in force, respecting the cutting and breaking of coin of the Government of India reduced in weight by reasonable wearing or otherwise, or counterfeit, or called in by proclamation, shall apply to the coins made for the said State under the said Act, and that the said State will defray the cost of cutting and breaking them.

Thirdly.—His Highness the said Maharao Raja of Alwar further agrees for himself and his successors not to issue the said coins below their nominal value, and not to allow any discount or other advantage to any person in order to bring them into circulation.

Fourthly.—His Highness the said Maharao Raja of Alwar agrees for himself and his successors that if at any time the Government of India calls in its coinage of rupees, His Highness or his successors will, if so requested by the Government of India, call in, at his or their own expense, all coins made for him under this Agreement.

In witness whereof His Highness the said Sewaee Mangal Sing, Maharao Raja of Alwar, Pandit Rup Narain Rai Bahadoor, Thakoor Mangal Sing Rai Bahadoor, Thakoor Buldeo Sing, and Rao Gopal Sing, Members of the Regency Council, and Major Thomas Cadell, V.C., Political Agent, Alwar, on behalf of the Government of India have hereunto set their hands and seals the day and year first above written.

MANGAL SING.

RUP NARAYAN SHARMA, *Rai Bahadur.*

THAKUR MANGAL SING, *Rai Bahadur.*

THAKUR BULDEO SING.

RAO GOPAL SING.

T. CADELL, *Major,*
Political Agent, Alwar.

LYTTON,
Viceroy and Governor-General of India.

This Agreement was ratified by His Excellency the Viceroy and Governor-General of India, at Simla, on the twenty-third day of July 1877.

T. H. THORNTON,
Offg. Secy. to the Govt. of India, Foreign Dept.

No. XXIX.

ULWUR SALT AGREEMENT, dated the 17TH APRIL 1879.

RATIFIED the 13TH MAY 1879.

ARTICLE 1.

The Maharao Raja agrees to suppress and absolutely prohibit and prevent the manufacture of salt within the Ulwur State, whether overtly or under the guise of manufacturing salpetre or other saline product, and to destroy existing salt-pans, so that salt cannot be made therein.

ARTICLE 2.

No export, import or transit duty of any kind shall be levied within the Ulwur State:

Provided that nothing in this Article shall be held to prohibit the levy by the Maharao Raja of Ulwur, of any octroi, choongi, or other cess or duty on any articles imported into any town within the Ulwur State and intended for actual consumption therein, where such octroi, choongi, cess or duty is levied at the date of this Agreement coming into force, or where such town contains a population of not less than five thousand (5,000) inhabitants; and

Provided further that nothing in this Article shall be held to debar the Maharao Raja from levying any such duty on bhang, ganja, spirits, opium, or other intoxicating drug or preparation, as he may consider necessary.

ARTICLE 3.

The Maharao Raja agrees to prevent the importation into and consumption within the Ulwur State of any salt other than salt upon which duty has been levied by the British Government, and the one thousand maunds of salt mentioned in Article 7.

ARTICLE 4.

The Maharao Raja also agrees, if so required by the British Government, to prohibit the export from his State into British territory of any of the intoxicating drugs or preparations referred to at the close of Article 2.

ARTICLE 5.

If any considerable stocks of salt be proved to exist within the Ulwur State at the time when this Agreement comes into force, the Maharao Raja will, if so required by the British Government, take possession of such stocks of salt, and will give the owners thereof the option either of transferring the salt to the British Government at such equitable valuation as he may fix in concurrence with the Political Agent at Ulwur, or of paying to the said Agent such duty not exceeding two rupees eight annas per maund as the Governor-General in Council may

fix. In the event of the owners as aforesaid accepting the latter alternative, the salt on which the duty may be paid shall be restored to them.

ARTICLE 6.

If it be proved to the satisfaction of the Maharao Raja that private rights have in any case been infringed by the suppression of local manufacture above provided for, the Maharao Raja will equitably compensate any persons whose rights have been infringed for any losses thereby sustained.

ARTICLE 7.

So long as the Maharao Raja of Ulwur duly and efficiently observes the stipulations hereinbefore contained, the British Government agree to pay to him yearly the sum of one hundred and twenty-five thousand rupees in half-yearly instalments, the first instalment to be paid after the expiration of six months from the date on which this Agreement comes into force.

Further, the British Government engage to deliver yearly at Sambhar, free of cost and duty, one thousand maunds of salt of good quality for the use of the Maharao Raja of Ulwur to any one empowered by the said Maharao Raja in that behalf. This salt shall be forthwith removed into the Ulwur State and shall not be re-exported therefrom.

ARTICLE 8.

None of the stipulations herein agreed upon shall be in any way set aside or modified without the previous consent of both parties.

ARTICLE 9.

Nothing herein contained shall be deemed to affect any Treaty now existing between the British Government and the Maharao Raja of Ulwur, except in so far as its provisions may be repugnant hereto.

ARTICLE 10.

This Agreement is to come into force from a date to be fixed hereafter by the British Government.

No. XXX.

AGREEMENT supplementary to the TREATY of 1867, regarding EXTRADITION,—1887.

Whereas a Treaty relating to the extradition of offenders was concluded on the 29th October 1867, between the British Government and the Ulwur State:

And whereas the procedure prescribed by the Treaty for the extradition of offenders from British India to the Ulwur State has been found by experience to be less simple and effective than the procedure prescribed by the law as to the extradition of offenders in force in British India: It is hereby agreed between the British Government and the Ulwur State that the provisions of the Treaty prescribing a procedure for the extradition of offenders shall no longer apply to cases of extradition from British India to the Ulwur State; but that the procedure prescribed by the law as to the extradition of offenders for the time being in force in British India shall be followed in every such case.

Signed at Ulwur this fifteenth day of August in the year A.D. one thousand eight hundred and eighty-seven.

MANGUL SINGH,
Maharao Rajah of Ulwur.

PHILIP D. PANK, *Surgeon, I.M.S.,*
In charge, Political Agency, Ulwur.

Ulwur, 15th August 1887.

DUFFERIN,
Viceroy and Governor-General of India.

This Agreement was approved and confirmed by His Excellency the Viceroy and Governor-General of India at Fort William on the twenty-eighth day of March A.D. one thousand eight hundred and eighty-eight.

H. M. DURAND,
Secy. to the Govt. of India, Foreign Dept.

No. XXXI.

SANAD granted to LIEUTENANT-COLONEL HIS HIGHNESS MAHARAO RAJA SAWAI MANGAL SINGH BAHADUR, G.C.S.I., of ALWAR,—1889.

I hereby confer upon you the title of Maharaja as an hereditary distinction.

LANSDOWNE,
Viceroy and Governor-General of India.

CALCUTTA,
The 1st January 1889.

No. XXXII.

AGREEMENT entered into between the BRITISH GOVERNMENT and HIS HIGHNESS MAHARAJA SEWAI JEY SINGHJI of ULWAR, for the introduction of definite arrangements for the effective control and discipline of the ULWAR IMPERIAL SERVICE TROOPS when serving beyond the frontier of the ULWAR STATE,—1898.

Whereas His Highness Maharaja Sewai Jey Singhji, the minor Maharaja of Ulwar, maintains a force of Imperial Service Troops for the purpose of co-operating, if need be, in the defence of the British Empire, and

Whereas it is necessary to make definite arrangements for the effective control and discipline of the said troops when serving beyond the frontier of the Ulwar State,

It is hereby agreed between the Governor-General of India in Council of the one part and the Ulwar State Council for and on behalf of His Highness Maharaja Sewai Jey Singhji, the minor Maharaja of Ulwar, of the other, as follows, namely—

1. Whenever the said force or any portion thereof is moved beyond the frontier of the said State, the Governor-General in Council shall have power to appoint one or more British officers to command the said Imperial Service Troops, and such officer or officers shall, by virtue of this agreement, be authorised to administer in respect of the said Imperial Service Troops, so serving, the military laws and regulations to which they are subject under the law of the said State, and for that purpose and for the due preservation of discipline among the same, to convene all such Courts, and to issue all such orders, and pass all such judgments and sentences, and generally to exercise all such authority as might be lawfully convened, issued, passed and exercised respectively by the officers in command of the same when serving within the territorial limits of the said State: Provided always that the execution of every sentence so passed shall be carried out under the orders of the said His Highness Maharaja Sewai Jey Singhji of Ulwar or of some person to whom the requisite authority has been delegated by him, or, during the minority of His Highness the Maharaja, of the State Council.

2. In order further to ensure the efficiency of the said Imperial Service Troops, and the maintenance of discipline among them when serving along with Her Majesty's forces, the Ulwar State Council, for and on behalf of His Highness Maharaja Sewai Jey Singhji, has embodied in the disciplinary law of his State, applicable to the said Imperial Service Troops when employed on active service either within or without British India, the provisions, *mutatis mutandis*, of the Indian Articles of War. The due application and enforcement of the said provisions in respect of the Imperial Service Troops aforesaid shall be carried out under the

authority of the officer or officers appointed by the Governor-General of India in Council in that behalf, under the first article of this agreement.

BALMOKUND DAS,

DURJAN SINGH,

Members of Council.

DATED ULWAR,

The 14th April 1898.

R. H. JENNINGS, *Major, R.E.*,

Political Agent.

Approved and confirmed by the Government of India.

By order,

H. S. BARNES,

Secretary to the Government of India, Foreign Department.

SIMLA;

The 7th May 1901.

No. XXXIII.

AGREEMENT entered into by the MAHARAJA of ULWAR regarding the CESSION of JURISDICTION on the Alwar portion of the REWARI-PHULERA CHORD RAILWAY, —1904.

I, Maharaja Sewai Jey Singh Bahadur of Alwar, hereby cede to the British Government full and exclusive power and jurisdiction of every kind over the lands in the said State which are, or may hereafter be, occupied by the Rewari-Phulera Chord Railway (including all lands occupied for stations, for out-buildings and for other railway purposes), and over all persons and things whatsoever within the said lands.

JEY SINGH,

Maharaja Sewai of Alwar.

Dated the 10th July 1904.

No. XXXIV.

ALWAR SALT AGREEMENT, dated Vijeydashmi the 1st October 1930.

ARTICLE 1.

His Highness the Maharaja of Alwar agrees to suppress and absolutely prohibit and prevent the manufacture of salt within the Alwar State, whether overtly or under the guise of manufacturing saltpetre or other saline product.

ARTICLE 2.

No transit duty of any kind shall be levied within the Alwar State.

ARTICLE 3.

His Highness the Maharaja of Alwar agrees to prevent the importation into and consumption within the Alwar State of any salt other than salt upon which duty has been levied by the British Government and the one thousand maunds of salt mentioned in Article 5.

ARTICLE 4.

His Highness the Maharaja of Alwar also agrees, if so required by the British Government, to prohibit the export from the State into British territory of Bhang, Ganja, Spirits and Opium or other intoxicating drugs or preparations.

ARTICLE 5.

So long as His Highness the Maharaja of Alwar duly and efficiently observes the stipulations hereinbefore contained the British Government agree to pay the State yearly the sum of rupees *eighty five thousand* as salt compensation and the sum of rupees three thousand three hundred as compensation for loss of transit duties in two half yearly instalments on the 1st April and 1st October in each year. The British Government however reserve the right to revise annual compensation on account of salt, if and when the duty on salt is reduced below Re. 1-4 per maund. Should the rate of duty be enhanced at any future date His Highness the Maharaja of Alwar will have the right to claim a proportionately increased compensation, but the British Government would not be prepared to entertain claims based on any other pleas, such as increase in population or in the standard of consumption.

Further, the British Government engage to deliver yearly at Sambhar, free of cost and duty, one thousand maunds of salt of good quality for use by His Highness the Maharaja of Alwar to any one empowered by the said Maharaja in that behalf. The salt shall be forthwith removed into the Alwar State and shall not be re-exported therefrom.

ARTICLE 6.

None of the stipulations herein agreed upon shall be in any way set aside or modified without the previous consent of both the parties.

ARTICLE 7.

Nothing herein contained shall be deemed to affect any treaty now existing between the British Government and the Alwar State except in so far as its provisions may be repugnant hereto.

ARTICLE 8.

This agreement will come into force from the 1st April, 1931.

ARTICLE 9.

The salt agreement dated the 17th April 1879 and ratified on the 13th May 1879 between the British Government and the Alwar State is hereby cancelled.

Signed at Alwar,
The 1st October 1930.

JEY SINGH,
Maharaja of Alwar.
E. J. D. COLVIN, *Lieut.-Col.,*
Political Agent, Eastern Rajputana States.

No. XXXV.

TREATY between the COMPANY and MAHARAJAH LUCKINDAR BAHADOOR, RANA of GOHUD.—1779.

ARTICLES of AGREEMENT made and concluded at Fort William in Bengal between the HONOURABLE the GOVERNOR-GENERAL and COUNCIL for the affairs of the HONOURABLE ENGLISH EAST INDIA COMPANY, on behalf of the said COMPANY, on the one part and MAHARAJAH LUCKINDAR BAHADOOR, RANA of GOHUD, for himself and his successors on the other part, *viz.* :—

ARTICLE 1.

Perpetual friendship shall take place between the English Company and Maharajah Luckindar Bahadoor and their successors; and an alliance be established between them for the prosecution of the objects hereinafter mentioned.

ARTICLE 2.

Whenever a war shall actually take place between the contracting parties and the Mahrattas, if Maharajah Luckindar Bahadoor shall require the assistance of an English force from the Company for the defence of his country, or for the acquisition of territory, such a force, proportioned to the exigency of the service, shall be immediately sent on his requisition, made in writing, to the Commanding Officer of the nearest station of the Company's troops, shall remain with him as long as he shall require it, and return when he shall dismiss it. The expenses thereof shall be defrayed by the Maharajah at the fixed monthly rate of twenty thousand Muchlidar rupees of the currency of Benares, or any other species of Rupees of the same intrinsic amount, for each battalion of sepoys, on its present establishment, with its proportion of artillery. The payment to commence on the day when the said force shall pass the borders of the Company's dominions or the dominions of the Nabob of Oude, and cease on the period stipulated for its return to either; four coss being allowed for each day's march.

ARTICLE 3.

This force shall be employed for the defence of the Maharajah's dominions against all foreign or domestic enemies, or for the enlargement of his dominions by conquest on the Mahrattas.

ARTICLE 4.

Whatever countries shall be acquired from the Mahrattas, in pursuance of this Treaty, by the troops of the Company or of the Maharajah, separately or in conjunction, whether by war or Treaty, except the fifty-six mahals which constitute the Maharajah's jaghire, and which are not now in the possession of the Mahrattas, shall be shared in the following proportions, *viz.*, nine annas to the Company, and seven annas to the Maharajah. The mean amount of the gross

revenue of the whole shall be ascertained by Ameens, chosen by each party, on the collections made in the ten preceding years; and the amount of the Company's share, as determined by the said Ameens, after deducting the charges of collection which are customary in such countries, shall be fixed and paid by the Maharajah as a perpetual tribute to the Company; and the lands and forts shall be ceded to the Maharajah.

ARTICLE 5.

In case it shall be judged advisable to employ the combined forces of the Company and the Maharajah in any hostile operations against the Mahrattas beyond the borders of the Maharajah's dominions, on requisition made to him in writing from this Government, he shall furnish ten thousand horse for such service, and each party shall bear his own separate expense; and if, upon the return of the English forces towards their own borders, the Maharajah shall have occasion for their services, and shall make a requisition to retain them, from the instant of such requisition he shall pay their charge in the same manner as stipulated in the second Article. But it shall not be required of the Maharajah, nor be in the power of this Government, to detach or employ his troops beyond the furtherest borders of Eogein and Indoor without his special consent.

ARTICLE 6.

Whenever the English forces are employed for the defence ot the Maharajah's country, or for the acquisition of territory, the service to be performed shall be prescribed by himself; but the mode of executing it shall be left to the direction of the Officer Commanding the English troops.

ARTICLE 7.

Whenever the combined troops of the Company and the Maharajah shall be employed in any remote operations the Commanding Officer of the English forces shall consult the Rajah upon all services to be performed; but the ultimate decision in case of a difference of opinion, and the mode of conducting such services, shall be left entirely to the Commanding Officer of the English forces, with a reservation of the Maharajah's complete authority over his own troops.

ARTICLE 8.

Whenever peace shall be concluded between the Company and the Mahratta State the Maharajah shall be included as a party in the Treaty which shall be made for that purpose; and his present possessions, together with the fort of Gwalior, which of old belongs to the family of the Maharajah, if it shall then be in his possession, and such countries as he shall have acquired in the course of the war, and which it shall then be stipulated to leave in his hands. shall be guaranteed to him by such Treaty.

ARTICLE 9.

No English factory shall be established in the dominions of the Maharajah; no persons of any denomination shall be sent into his dominions on the part of the English Company or with the license of the Governor-General and Council, without his previous consent; neither shall his ryots be pressed for any military service, nor any authority exercised over them but his own.

Signed, sealed, and concluded at Fort William, this 2nd day of December, in the year of Our Lord 1779.

No. XXXVI.

TREATY with RAJAH UMBAJEE RAO ENGLAH,—1803.

TREATY of AMITY and ALLIANCE between the HONOURABLE the EAST INDIA COMPANY and RAJAH UMBAJEE RAO ENGLAH, providing for the relinquishment to the HONOURABLE COMPANY of certain districts, including the Forts of Gwalior, Gohud, and others hitherto held in farm by Rajah Umbajee, and for the guarantee, on the part of the HONOURABLE COMPANY, to RAJAH UMBAJEE, of certain portions of country including the Fort of Narwar and others, to be held by him in sovereignty, concluded by HIS EXCELLENCY GENERAL GERARD LAKE, COMMANDER-IN-CHIEF of the BRITISH FORCES IN INDIA, in virtue of authority vested in him for that purpose by HIS EXCELLENCY the MOST NOBLE RICHARD, MARQUIS WELLESLEY, KNIGHT of the MOST ILLUSTRIOUS ORDER of SAINT PATRICK, one of HIS BRITANNIC MAJESTY'S MOST HONOURABLE PRIVY COUNCIL, CAPTAIN-GENERAL and COMMANDER-IN-CHIEF of all the land forces serving in the BRITISH POSSESSIONS in INDIA, and GOVERNOR-GENERAL IN COUNCIL at FORT WILLIAM in BENGAL, on the part of the HONOURABLE COMPANY, and by RAJAH UMBAJEE RAO ENGLAH, for himself, his heirs and successors.

ARTICLE 1.

A permanent friendship and alliance is established between the Honourable Company and Rajah Umbajee Rao Englah, and between their heirs and successors. In conformity to the friendship established the friends and enemies of one party shall be the friends and enemies of both, and neither party shall swerve from this obligation.

ARTICLE 2.

Rajah Umbajee hereby agrees to deliver over, without delay or evasion, to the Company's Government the fortress of Gwalior with the districts undermentioned, which have been hitherto held by him in farm, with the forts situated in them, whenever the officers of the Company's Government may be deputed for the purpose of taking possession of them; and further agrees that these districts and forts may be disposed of as may appear expedient to the British Gov-

ernment, relinquishing on his part all further claims on any account whatever to the said districts and forts :—

	Rs.
Gwalior Khas	40,000
Atree and others, five mahals, Chummuck, Bowar, Salbye, and Chounara . . .	1,50,000
Allahpore	40,000
Summoulee	60,000
Poharghur and others, of talook Jukurwaree . . .	1,00,000
Talook Jetawur	25,000
Pergunnah Dholpur . . .	1,50,000
" Baree . .	2,00,000
" Rajakeera . .	60,000
" Binde, and its talooks . . .	2,20,000
" Attere . . .	1,10,000
" Phoonp . . .	20,000
Talook Oomree	35,000
" Balawa	30,000
" Ammow	1,00,000
" Jagree	30,000
Seray Choolah	10,000
Daondree	40,000
Ahnoun	1,00,000
Carried over .	15,20,000

	Rs.
Brought forward . .	15,20,000
Noorabad	25,000
Attowra	25,000
Bahadurpore	30,000
Ballaitee	20,000
Curwas	15,000
Hawellee Gohud	50,000
Behut	50,000
Sookulharree	8,000
Talook Aman	25,000
Inderkee	50,000
Budhaik	18,000
Bhandere	2,00,000
Nhodah	30,000
Lahar and six others, forming the Zilla Kutchwakar . .	2,00,000
Goojera	10,000
Kuttoulee	2,00,000
Lawinkalon	30,000
Pergunnah Noh	50,000
" Betwa	50,000
" Deoghur . . .	50,000
	26,56,000

ARTICLE 3

In consideration of the friendship and attachment to the Honourable Company manifested by Rajah Umbajee by the engagements entered into on his part by the present Treaty, the Honourable East India Company do hereby guarantee to the Rajah and to his heirs and successors the possession in sovereignty of the fort of Narwar and the districts undermentioned which are reported by the Officers of the Rajah to be now in his possession with the fort situated in them. The Honourable Company shall demand no tribute or rent whatever from Rajah Umbajee on account of these possessions.

	Rs.
Narwar Khas	9,000
Talook Surwarreen . . .	9,000
" Bara Doongree . .	4,500
" Digdoullee and Cheras .	8,000
" Rajaghur . . .	7,500
" Gunneshkera . .	3,500
" Barye, &c. . . .	1,000
" Ray	4,000
" Saseram . . .	5,000
" Souknee . . .	7,000
" Kureeawul . . .	10,000
" Deoghur . . .	1,500
" Moorseree . . .	5,000
" Gopaulpore . . .	5,000
" Doongerpore and Magrounee . . .	25,000
" Pattye Kurrye . .	6,000
" Beeturwas, &c. . .	46,200
Carried over .	1,57,200

	Rs.
Brought forward .	1,57,200
Villages of Gwalior, which have been attached to Narwar, *viz.*, Rampore, Bounee, and Buseree	5,000
Doodakhaner	10,000
Sear	12,000
Subulghur and nine others .	1,25,000
Beejipore and two others . .	47,000
Pouree	51,000
Sersye and Paren . . .	4,000
Utulpore Beejrawan . .	5,000
Lawan, of Pergunnah Shadoura	2,500
Doulaghar Kursena . . .	5,500
Talook Benouree . . .	2,000
Budrita and Village Kera, and two others	12,000
Negounee	1,500
Carried over .	4,39,700

	Rs.
Brought forward	4,39,700
Villages of Enam Chutree Trimukje, &c.	10,000
Pergunnah Googul Chuttree	45,000
Talook Alumpore	25,000
" Koonch	1,50,000
" Sepree	50,000
" Kolarus	50,000
" Irnee	20,000
" Kearah	7,000
" Terait	7,000
" Oochar Bubraolee	15,000
" Eawur, Chupar, and Badaoon	1,500
Village Kooneru	3,000
Talook Alkee Bheelhree	2,500
Carried over	8,25,700

	Rs.
Brought forward	8,25,700
Talook Chergawun	6,000
" Ranaghur and Kergawun	6,000
" Mokuree	10,000
" Booshera	2,000
" Gurwaee	7,000
" Lamrut Berutch	7,000
Village Gatta Budoura	4,000
" Derut	5,000
Talook Talood	10,000
Roomalee Burwa Sagur	10,000
" Sesye	10,000
Talook Dooan Berye	10,000
" Bangpoone	4,000
Pergunnah Mamohunee	25,000
	9,41,700

Article 4.

Rajah Umbajee shall not entertain in his service or in any manner give admission to any English or French subjects, or any other person from among the inhabitants of Europe, without the consent of the English Government.

Article 5.

Rajah Umbajee, during the period of this or any future war which may take place with the enemies of the British Government in the vicinity of his possessions, shall join the Company's army with the whole of his troops; and in this event, although the Rajah retains the sole command of his own army, he agrees to act in the war agreeably to the advice and counsel of the Commander of the Company's troops.

Article 6.

Whereas, in consequence of the third Article of the present Treaty, the Honourable Company becomes guarantee to Rajah Umbajee for the security of his country against external enemies, Rajah Umbajee hereby agrees that, if any misunderstanding should arise between him and any other State, the Rajah will, in the first instance submit the cause of dispute to the Company's government, that the government may endeavour to settle it amicably. If, from the obstinacy of the opposite party, no amicable terms can be settled, then Rajah Umbajee may demand aid from the Company's Government. In the event above stated in this Article it will be granted; and Rajah Umbajee agrees to take upon himself the charge of the expense of such aid, at the same rate as has been settled with the other chieftains of Hindostan.

ARTICLE 7.

The guns, ammunition, and military stores, now in the forts, to be delivered over to the Honourable Company, shall be considered the property of the Honourable Company. Rajah Umbajee is at the same time empowered to carry off whatever money, grain, or property of any other description than that abovementioned, which may be in the forts, and no interruption shall be given on the part of the Company's Officers to his so doing.

ARTICLE 8.

The Honourable Company agree that Rajah Umbajee, whenever he may make a request to that purpose, shall be allowed to reside with his relations and family and property in whatever place, within the Company's dominions, he may choose, without any molestation on the part of the Company's government.

ARTICLE 9.

In the event of a peace being concluded between the Honourable Company and the Maharatta States the Honourable Company shall consider Rajah Umbajee included in the Treaty as an ally of the Company.

ARTICLE 10.

If any enemy of both the parties should invade the country of Umbajee, and the English army act in concert with the troops of Rajah Umbajee in expelling the enemy, in this case the Rajah Umbajee shall not be liable to any expense on account of the Honourable Company's troops.

The above Treaty, comprised in ten Articles, has been duly concluded and confirmed, under the seal and signature of His Excellency General Gerard Lake, at Surhindee, in the Soubah of Ukburrabad, on the 16th day of December 1803 of the Christian era, corresponding with the 1st Ramzan, 1218 Hegira, and with the 2nd of Poos Soodee, 1860 Sumbut, and under the seal and signature of Rajah Umbajee Rao Englah, at , on the 16th day of December 1803 of the Christian era, corresponding with the of 1218 Hegira, and with the of 1860 Sumbut. When a Treaty, containing the above ten Articles, shall be delivered to Rajah Umbajee Rao Englah, under the seal and signature of His Excellency the Most Noble the Marquis Wellesley, Governor-General in Council, the present Treaty, under the seal and signature of His Excellency General Gerard Lake, shall be returned.

Ratified on the 15th January 1804.

No. XXXVII.

TREATY with the RANAH of GOHUD,—1804.

TREATY of AMITY and ALLIANCE between the HONOURABLE the EAST INDIA COMPANY and MAHARAJ SEWAY RANAH KERRUT SING LUCKINDER BAHADOOR, providing for the guarantee, on the part of the HONOURABLE COMPANY, of the country of Gohud and others, to be held by MAHARAJ RANAH in sovereignty, and for the payment, on the part of the MAHARAJ RANAH, of a subsidiary force from the HONOURABLE COMPANY; concluded by HIS EXCELLENCY GENERAL GERARD LAKE, COMMANDER-IN-CHIEF of the BRITISH FORCES in INDIA, in virtue of authority vested in him for that purpose by HIS EXCELLENCY the MOST NOBLE RICHARD, MARQUIS WELLESLEY, KNIGHT of the MOST ILLUSTRIOUS ORDER of SAINT PATRICK, one of HIS BRITANNIC MAJESTY'S MOST HONOURABLE PRIVY COUNCIL, CAPTAIN GENERAL, and COMMANDER-IN-CHIEF of all the land forces serving in the BRITISH POSSESSIONS in INDIA, and GOVERNOR-GENERAL in COUNCIL at FORT WILLIAM in BENGAL, on the part of the HONOURABLE COMPANY, and by MAHARAJ SEWAY RANAH KERRUT SING BAHADOOR, for himself, his heirs and successors.

ARTICLE 1.

A permanent friendship and alliance is established between the Honourable Company and Maharaj Ranah Kerrut Sing Bahadoor, and between their heirs and successors. In conformity to the friendship established the friends and enemies of one party shall be the friends and enemies of both.

ARTICLE 2.

The Honourable the East India Company hereby agree to establish Maharaj Ranah Kerrut Sing in the sovereignty of his hereditary countries of Gohud and the undermentioned districts to be possessed by him, his heirs, and successors, free from all deductions, under the guarantee of the Honourable Company :—

Gwalior Khas.
Antree and others, five mahals.
Antree.
Chummuck
Powan.
Salbye and Chunour.
Ullahpore.
Summoulee.
Puharghur and others, composing talook Suhurwaree.
Talook Jetawur.
Pergunnah Binda, with its talooks.
„ Phoomp.
Talook Oomree.
„ Ballawa.
„ Jugnee.
Seray Choolah.
Doondree.
Ahnoun.
Noorabad.
Attowra.
Bahadurpore.
Balaittee.
Curwas.
Hawilee Gohud.
Behut.
Talook Sookulharee.
„ Amaun.
Indirkee.
Bhandere.
Nhodah.
Lahar and others, forming zillah Katoh Wakar,—
Lahar.
Rampooree.
Kuksees.
Kuthooundee.
Bukra.
Gopalpoor.
Goojirra.
Kuttoulee.
Lawun Kalau.
Pergunnah Moh.
„ Ratwa.
Talook Deoghur.

ARTICLE 3.

Three battalions of the Honourable Company's sepoys shall be permanently stationed with Maharaj Ranah for the protection of his country the expenses of which shall be regularly paid by Maharaj Ranah to the Honourable Company every month, at the monthly rate of twenty-five thousand Lucknow Sicca Rupees, or Rupees of the same standard value, for each battalion, amounting to the monthly sum of seventy-five thousand Rupees, or nine lakhs of Rupees annually. In the event of a failure on the part of the Maharaj Ranah, in the regular monthly payment of the expenses of the battalions, the Honourable Company's government retains to itself the right of appointing a person to superintend the collection of the above amount from the country.

ARTICLE 4.

Maharaj Ranah agrees that the possession of the fortress and city of Gwalior shall be permanently vested in the Honourable Company's government, and that it shall be at the option of the government to station the Honourable Company's troops in whichever of the other forts or places of strength in the Ranah's country, and at whatever time the government may deem expedient, with the exception of Gohud; and to level such forts and places of strength in the Ranah's country, with the exception of Gohud, as to the government may appear advisable.

ARTICLE 5.

The Honourable Company shall not demand any tribute from the country delivered over to Maharaj Ranah Kerrut Sing.

ARTICLE 6.

In the event of any enemy of the Honourable Company evincing a disposition to attack the countries lately taken possession of by the Honourable Company in Hindostan, Maharaj Ranah agrees to send the whole of his forces to their assistance, and to exert himself to the utmost of his power to repel the enemy and to omit no opportunity of proving his friendship and attachment.

ARTICLE 7.

As, by the second Article of the present Treaty, the Honourable Company becomes guarantee to Maharaj Ranah for the security of his country against external enemies, Maharaj Ranah hereby agrees that, if any misunderstanding should arise between him and the circar of any other chieftain Maharaj Ranah will, in the first instance, submit the cause of dispute to the Company's government, that the government may endeavour to settle it amicably. If, from the obstinacy of the opposite party, no amicable terms can be settled, then Maharaj Ranah may employ the Honourable Company's troops stationed for the protection of his country, against the opposite party.

ARTICLE 8.

Although Maharaj Ranah retains the exclusive command of his own army yet he hereby agrees to act, during the period of a war, in conformity to the advice and counsel of the Commander of the Company's troops.

ARTICLE 9.

Maharaj Ranah shall not entertain in his service, or in any manner give admission to any English or French subjects, or any other persons from amongst the inhabitants of Europe, without the consent of the British Government.

The above Treaty, comprised in nine Articles, has been duly concluded and confirmed, under the seal and signature of His Excellency General Gerard Lake, at Beanah, on the 17th day of January 1804, of the Christian era, corresponding with the 3rd of Sowall, 1218 Hegira, and with the 20th of Maugh, 1860 Sumbut, and under the seal and signature of Maharaj Seway Ranah Kerrut Sing Luckinder Bahadoor, at Gwalior, on the 29th day of January 1804, of the Christian era, corresponding with the 15th of Sowall, 1218 Hegira, and with the 3rd Phagoon, 1860 Sumbut. When a Treaty containing the above nine Articles shall be delivered to the Maharajah Seway Ranah Kerrut Sing Luckinder Bahadoor, under the seal and signature of His Excellency the Most Noble the Marquis Wellesley, Governor-General in Council, the present Treaty, under the seal and signature of His Excellency General Gerard Lake, shall be returned.

Ratified 2nd March 1804.

No. XXXVIII.

TREATY with the RANAH of GOHUD,—1806.

TREATY between the HONOURABLE the ENGLISH EAST INDIA COMPANY and MAHARAJAH SEWAY RANAH KERRUT SING LUCKINDER BAHADOOR, providing for the relinquishment to the HONOURABLE COMPANY of the country and fort of Gohud and others, on the part of RANAH KERRUT SING, and for the investiture, on the part of the HONOURABLE COMPANY, of RANAH KERRUT SING, in the sovereignty of the districts of Dholepore, Baree, and Rajekeerah, concluded by MR. GRAEME MERCER, in virtue of authority vested in him for that purpose by the HONOURABLE SIR GEORGE HILARO BARLOW, BARONET, GOVERNOR-GENERAL of all the BRITISH POSSESSIONS in the EAST INDIES, on the part of the HONOURABLE COMPANY, and by MAHARAJAH SEWAY RANAH KERRUT SING LUCKINDER BAHADOOR, for himself, his heirs and successors.

ARTICLE 1.

Whereas a Treaty of amity and alliance was concluded on the 29th day of January 1804, corresponding with the 15th day of Sowall, 1218 Hegira, and with the 3rd Phagoon, 1860 Summut, between the Honourable the English East India

Company and Maharajah Ranah Kerrut Sing, providing for mutual advantages to be derived by the contracting parties; and whereas from the inability of Maharajah Ranah to settle the country of Gohud and others, and to fulfil the engagements therein entered into with the Honourable Company, for the payment of the subsidiary force of the Honourable Company's troops, the advantages proposed for both the contracting parties have entirely failed, the Honourable the English East India Company and Maharajah Kerrut Sing hereby agree that the treaty above-mentioned shall be considered as null and void.

ARTICLE 2.

Maharajah Ranah hereby agrees to relinquish the possession of the country and fort of Gohud, and of the other districts guaranteed to him by the former Treaty, to the Officers of the British Government, to be disposed of as may appear expedient to the Honourable Company.

ARTICLE 3.

The Honourable Company from the consideration that the failure in the stipulations of the former Treaty, on the part of Maharajah Ranah, has arisen from inability and want of means, is inclined to grant to Maharajah Ranah an adequate provision, and hereby agrees that the districts of Dholepore, Baree, and Rajekeerah, agreeably to a separate schedule, containing a detailed statement of the villages which compose these districts, shall be delivered over to Maharajah Ranah in sovereignty to him, his heirs and successors. Maharajah Ranah on his part agrees that he will not enter into any disputes with the possessors of the neighbouring districts respecting the ancient boundaries of these pergunnahs, of which the extent shall remain the same as before the Ranah took possession of them.

ARTICLE 4.

As by the third Article of the present Treaty the districts of Dholepore, Baree and Rajekeerah have, in conformity to the request of Maharajah Ranah, been granted to him in sovereignty, and will remain exempt from all orders of the Adawlut, or other demands of the Honourable Company, Maharajah Ranah hereby agrees to take upon himself the responsibility of adjusting all disputes which may arise, either external or internal, and no responsibility for assistance or protection remains with the Honourable Company.

The above Treaty, comprised in four Articles, framed in conformity to the articles agreed upon by the contracting parties at Gwalior, on the 19th December 1805, corresponding with the 28th of Ramzaun, 1220 Hegira, and with the 14th of Poos, 1862 Summut, has been duly concluded, under the seals and signatures of Mr. Graeme Mercer and of Maharajah Ranah Kerrut Sing, in the vicinity of Agra, on the 10th day of January 1806, corresponding with 19th of Sowall, 1220 Hegira, and with the 6th of Maug, 1862 Summut, and delivered to the parties respectively.

When a Treaty, containing the above four Articles, shall be delivered to Maharajah Ranah Kerrut Sing under the seal and signature of the Honourable the Governor-General in Council, the present Treaty, under the seal and signature of Mr. Graeme Mercer, shall be returned.

This Treaty was ratified by the Honourable the Governor-General in Council, the 8th March 1806.

G. H. BARLOW.

G. UDNY.

J. LUMSDEN.

A Detail of the Villages attached to the perygunnahs of Dholepore, Baree, and Rajekeerah, as delivered over in sovereignty to Maharajah Ranah Kerrut Sing.

PERGUNNAH DHOLEPORE.

Dholepore, 2 villages.
Ackberpoor.
Maleepoora.
Shukhopoora Serai Mulik, 2 villages.
Mohabat Nuggur.
Oudeypore.
Heidulpoor, 2 villages.
Oodhanpoor.
Atrawlee.
Hindrawlee.
Ooreila.
Allahpoora.
Bugpoora.
Bugchowlee.
Beelpoor Lodha.
Bahaderpoor.
Beisanah.
Bhojepoor.
Busee Sawunta.
Busee Laloo, 3 villages.
Barounda, 5 villages.
Bagherutpoora.
Bishnouda, 3 villages.
Bawunteepoora.
Bussee Bheilgowa.
Bheilgowa.
Tukawlee, 2 villages.
Pooraince Selimpoor, 2 villages.
Putchgawah, 5 villages.
Putrora Buzoorg.
Putrora Khoord.
Jahkee.
Jugreapoora.
Jehanpoor Titka, 2 villages.
Jerowlee.
Cheekora Buzoorg.
Cheekora Khoord.
Chandpoor.
Takirpoor.
Doongurpoor, 2 villages.
Doweira.
Dhoulie Dowltabad, 2 villages.
Dheemoree, 2 villages.
Ajoura, 2 villages.
Raceina.
Soorajpoora.
Selimpoor.
Surkun Kheira, 2 villages.
Seranee Shapoor, 2 villages.
Sultanpoor.
Sumoula Samoolee, 2 villages.
Sameeyoor.
Sunkhaoulee.
Suhujpoor Jorpoor, 2 villages.
Shekhopoor Goojer.
Sundapoor, 2 villages.
Sandeh Secunderpoor, 3 villages.
Sadikpoor.
Toor Daneal, 2 villages.
Amberpoor Damanpoor.
Ferozepoor, 3 villages.
Firakhpoor.
Cazeepoora.
Cassimpoor, 2 villages.
Khera.
Curruckpoor.
Gurree Shadeera, 2 villages.
Lalipoor.
Mirzapoor.
Mullickpoor, 2 villages.
Mirzapoor Goojir.
Maraina.
Mahomedpoor, Barrah, 5 villages.
Murha Baloo, 2 villages.
Mullooapoora.
Nirpoora.
Nusseerpoora.
Nughladanee.
Neeaong.
Hurnoda.
Kheilee Kurga.
Jugeepoora.
Daun, Ferashpoora.
Gondpoor.
Tickeitpoor, 2 villages.
Burkhera Coomree, 3 villages.

PERGUNNAH DHOLEPORE—(*concluded*).

Moraisee.
Andwa.
Khorea Kera.
Bukspoora.
Jeelpoora.
Khomra.
Mahamudpoor.
Mundy.
Pooralnee Kerka.
Bhamrowlee, 3 villages.
Thekra.
Sahunpoor.
Kheind.
Bussee Neeb.
Bitchoa Buzoorg, 2 villages.
Sundea Keira.
Kookpoor.
Neibee.
Goorbapoora.
Morowlee.
Nugla Morowlee.

Total villages 154.

DISTRICT OF KOLAREE.

Kolaree, 2 villages.
Ajeipoor.
Omrara, 3 villages.
Bhudiana.
Buradhunoo, 2 villages.
Bhrawuttee.
Pureewa, 2 villages.
Peperhera.
Putheena.
Phoolpoor.
Thuree.
Pekuree.
Jugreeapoora.
Choorakhera.
Chitoura.
Sukwareh Rawutpoora, 2 villages.
Sursa Durrumpoor Kulleanpoor, 3 villages.
Komperee.
Shaesteh Nuggur.
Kurreempoor Busateepoor, 2 villages.
Kanasul.
Kurruckpoor.
Koolpooa.
Keimara.
Malonnee, 4 villages.
Nudhera Buzoorg.
Mandpoor.
Moosulpoor.
Mulkanpoor.
Nugla Kurruckpoor.
Naickpoor.
Nudhera Khoord, 2 villages.
Nowrungabad.
Burkhera.
Nugla Tickoulee.
Gurree Chareila, 2 villages.

Total villages 50.

DISTRICT OF MONEAH.

Larumpoora.
Mooneah Larumpoora, 3 villages.
Beperpoor.
Bibulpoor.
Burragong.
Burawut.
Buzeehowlee.
Beraimoree, 2 villages.
Berai Suckerwar.
Bodhpoor.
Beehoula, 3 villages.
Bhanpore.
Boondea.
Phoolpoor.
Puttee.
Tandah.
Jelalpoor.
Jatowlee.
Jerah.
Chuprowlee, 2 villages.
Dobattee.
Doolara.
Diaree.
Dundowlee.
Lurroopoora.
Narowlee.
Sunjrowlee.
Surkowlee.
Shuckutpoor, 2 villages.
Seahpoor.
Koorsunda, 2 villages.
Koth.
Kotai.
Keerlee Pursounda, 2 villages.
Soharee, 2 villages.
Mangroul.
Mooggurwara.
Marha Buzoorg.
Mahoree, 2 villages.
Hunnootee Goojar.

Total villages 50.

A list of desolate Villages attached to Dholepore, according to the Lists of the Canoongoo from which no collections were made in the year 1212 Fuslee.

Hewura, jaghire of Peerzadeha.
Deryapoor, ditto of Asawlut Khan, Afghan.
Byzack, jaghire of Mookund Misser.
Gowar, ditto of Balmokind Misser.
Behareepoor, ditto of a Byrage.

Total jaghires 5.

Koornuggur.
Juloopoora.
Goreipoor.
Burpoor Basdoran.
Burreepoora.
Beohoula.
Doongerpoor.
Selimpoor.
Baree
Syrone.
Putpooree.
Kotta.
Rajai Khoord.
Rajai Buzoorg.
Cuderna.
Banoulee Mahomedpoor.
Bussee Dang.
Bussee Khomb.
Mahomedpoor.
Kotta.
Rodeira.
Bussee Jalier.
Kooa Khera.
Bussee Ghose.
Lutoowlee.
Gorha.
Keirlee.
Sooksonee.
Sookpoora.
Karoheit.
Manpoor Ahungaran.
Manpoor Sheshehgaram.
Batee.
Goordha.
Toorkijha.
Chachooghur.

Total villages 36.

Grand Total, villages in pergunnah Dholepore, 290.

PERGUNNAH BAREE.

Baree Khas, 4 villages.
Ekta.
Deenpoor.
Suttanpoor.
Adimpoor.
Hymutpoor.
Oomsee Sheikarpoor, 2 villages.
Budreila.
Bhureilee.
Koombra.
Bijowlee, 3 villages.
Berja Budeepoor Daroun.
Toantree.
Peproun, 4 villages.
Poora Madaree.
Nuckeepoor.
Cunchunpoor, 4 villages.
Maharajpoor, 2 villages.
Soneipoor.
Goronda.
Khanpoor Goojir.
Khanpoor Mahomedpoor.
Meer, 2 villages.
Deepoora.
Dhoreir, 4 villages.
Dhoorwas.
Nugla Gullowlee.
Nugla Badoura, 2 villages.
Mowa Khera, 2 villages.
Dhanwaree, 2 villages.
Bhewace.
Rheittee.
Ruttunpoor, 3 villages.
Rampoor.
Sohan.
Slimpoor, 6 villages.
Dowlet Serai.
Tamoulee.
Hansahi, 2 villages.
Kankrey.
Jumhora.
Berhar Bumunpoor, 2 villages.
Kurreeyma.
Nuksoond.
Mamodhun, 2 villages.
Gohamani.
Allapoor Nijampoor, 2 villages.
Sunkouree.
Dadoor.
Allyghur.
Puglee.
Jemalpoor.
Hoosainpoor, 2 villages
Danowra.
Rozapoor.
Omree.
Kohela.
Munsoora, 2 villages.
Morai.
Ruperspoor.
Suleemabad.
Sonoura, 4 villages
Kasoutti Khera.
Kheirlee.

PERGUNNAH BAREE—*concluded.*

Coonocootta.
Gotakhor.
Nundrowlee, 2 villages.
Nidhara.
Nanoulee Sookha.
Nanoulee Nundha.
Noorha.
Nuneira Perthee Sing.
Sewursappose, 3 villages.
Kakowlee, 3 villages.
Suckroda Khera, 3 villages.
Cookra Makra, 2 villages.
Neeb Kheira.
Bussee Moollee.
Seemroullee.
Sangowree.
Angahi, 3 villages.
Doongrindee.
Laloutree.
Poee.
Pooryzindeh.
Banaree, 2 villages.
Turwa.
Sahindee, 6 villages.
Surantee, 3 villages.
Ghounree.
Dhounspore, 2 villages.
Cassimpoor Kusooah, 2 villages.
Sagaur.
Rehal.
Anlatee, 2 villages.
Talookeh Sermuttra, 19 villages.
Billoneh, 2 villages.
Rejorinee, 2 villages.
Purbainee.
Uttersooma.

Total villages 176.

DISTRICT OF BUSAREE.

Busaree Khas Turf.
Bhoosa, 7 villages.
Moharee.
Pattra.
Rampoor.
Samoulee.
Berai Barout.
Naneeree Chundoo.
Palee.
Hudun.
Bhagtul.
Moonduk.
Kundawra.
Jaruk.
Mei.
Bharlee, 2 villages.
Kusoha.
Hungota, 2 villages.

Total villages 25

DISTRICT OF JUPOWLEE.

Jupowlee Khas, 6 villages.
Afzulpoor.
Arwa.
Bilownee.
Redawolee.
Juggowda Ghurree.
Jehanpoor Weiran.
Cootubpoor.
Lalounee.
Luckeepoora.
Mihrolee.
Morawlee.
Moobarickpoor.
Nugla Dholokha.

Total villages 19

DISTRICT OF PEPPERHUTT.

Pepperhutt Khas, 2 villages.
Rankhutt.
Goorgaha.
Bhur Koojra.
Noorpoor.
Bhuround.
Nandunpoor.
Bhuroun.
Peper Khodamir.

Total villages 10.

DISTRICT OF SEYPOW.

Seypow Khas, 4 villages.
Tusgoon.
Peprawa, 5 villages.
Nugla Jugta.
Aree.
Coolwa.
Nounera Rawut.
Hajeypoor.
Sunra.
Rujora Kulan.
Rujora Khoord, 3 villages.

Total villages 20.

District of Bussee.

Bussee Khas, 4 villages.
Buderka.
Jarowlee.
Deonaree.
Rajpoor.
Sungora.
Malounee.
Jumalpoor.
Suykunna Khoreeda, 3 villages.
Catree, 3 villages.
Golee.

Total villages 18.

District of Suckra.

Suckra Turf Nahar.
Rawut, 10 villages.
Doojunpoora.
Arouda Puttee Turf Chobda.
Suckra Turf Surbjeeth.
Suckra Turf Sookjeeta.

Total villages 14.

A list of desolate Villages attached to the pergunnah of Baree according to the list of the Canoongoo, from which no collections were made in the year 1212 Fuslee.

Junpoora.
Mirzapoor.
Ooliassa.
Bisonda.
Jeroree.
Sumerdha.
Zumboora Buzoorg.
Aitimadpoor.
Bunwa.
Joojowlee.
Fureedpoor.
Mehmapoor.
Goonjpoora.
Goonjrounda.
Hassai.
Cassai.
Nunah Saleh.
Sumhola.
Bozeedpoor.

Total villages 19.

Grand Total, villages in pergunnah Baree, 301.

Pergunnah Rajah Cerah.

Kusbeh Turf Joora, 2 villages, 7 biswas.
Kusbeh Turf Mudwar, 13 biswas.
Joonawud Suckroda, 2 villages.
Deogur, 2 villages.
Baburpoor.
Sunkowlee Kulan.
Nareila, 3 villages.
Bagwonpoor.
Judapoor Jarra, 3 villages, 5 biswas.
Jeetpoor.
Condla.
Hutwaree, 2 villages, 10 biswas.
Maroulee, 2 villages, 10 biswas.
Nagur.
Daggee.
Bidar.
Carrealpoor.
Beckpowla Matowlee, 2 villages.
Khanpoor.
Shekhpoor.
Soonmullee.
Neemdanda.
Garroopoora.
Doongerpoor.
Bajmah Waghyreh, 11 villages, 15 biswas,
Guneidee.
Bussee Turf Kublall, 1 village, 10 biswas.
Zameen Bahadurpoor.
Bussee Narain and Ajibe Singh, 2 villages, 10 biswas.
Buchporee.
Pulwa.
Burala.
Deyra.
Paharee.
Poorae Dummee.
Kareeapoor Radhai, 2 villages.
Gurrateh.
Ghurree Jafeh, 2 villages.

Grand Total, villages in pergunnah Rajah Cerah, 64.

No. XXXIX.

EXTRADITION TREATY between the BRITISH GOVERNMENT and HIS HIGHNESS RAEES-OOD-DOWLAH SEPADAR-OOL-MOOLK MAHARAJA DHEERAJ SREE SEWAEE RANA BHUGWUNT SING LOKENDUR BAHADOOR DULER JUNG JEYDEO of DHOLEPOOR, his heirs, and successors, executed on the one part by CAPTAIN CHARLES KENNETH MACKENZIE WALTER, in POLITICAL CHARGE of the DHOLEPOOR STATE, under authority from COLONEL WILLIAM FREDERICK EDEN, AGENT to the GOVERNOR-GENERAL for the STATES of RAJPOOTANA, in virtue of the full powers vested in him by HIS EXCELLENCY the RIGHT HON'BLE SIR JOHN LAIRD MAIR LAWRENCE, BARONET, G.C.B., G.C.S.I., VICEROY and GOVERNOR-GENERAL OF INDIA, and on the other part by PIRBHOOLALL, NAZIM ADAWLUT, and a MEMBER of the DHOLEPOOR COUNCIL, in virtue of the full powers conferred on him by the MAHARANA aforesaid,—1869.

ARTICLE 1.

That any person, whether a British or Foreign subject, committing a heinous offence in British territory, and seeking shelter within the limits of the Dholepoor State, shall be apprehended and delivered up by the latter Government to the former on requisition in the usual manner.

ARTICLE 2.

That any person, being a subject of Dholepoor, committing a heinous offence within the limits of the Dholepoor State, and seeking asylum in British territory, will be apprehended and delivered up by the latter Government to the former on requisition in the usual manner.

ARTICLE 3.

That any person, other than a Dholepoor subject, committing a heinous offence within the limits of the Dholepoor State, and seeking asylum in British territory, will be apprehended and the case investigated by such Court as the British Government may direct. As a general rule such cases will be tried by the Court of the Political Officer in whom the Political supervision of Dholepoor may at the time be vested.

ARTICLE 4.

That in no case shall either Government be bound to surrender any person accused of a heinous offence, except upon requisition duly made by, or by the authority of, the Government within whose territories the offence shall be charged to have been committed, and also upon such evidence of criminality as, according to the laws of the country in which the person accused shall be found, would justify his apprehension, and sustain the charge if the offence had been there committed.

ARTICLE 5.

That the following offences be deemed as coming within the category of heinous offences :—

1. Murder.
2. Attempt to murder.
3. Culpable homicide under aggravating circumstances.
4. Thuggee.
5. Poisoning.
6. Rape.
7. Causing grievous hurt.
8. Child-stealing.
9. Selling females.
10. Dacoitee.
11. Robbery.
12. Burglary.
13. Cattle-theft.
14. Arson.
15. Forgery.
16. Counterfeiting coin or uttering base coin.
17. Criminal breach of trust.
18. Criminal misappropriation of property.
19. Abetting the above offences.

ARTICLE 6.

The expenses of any apprehension, detention, or surrender, made in virtue of the foregoing stipulations, shall be borne and defrayed by the Government making the requisition.

ARTICLE 7.

The above Treaty shall continue in force until either of the high contracting parties shall give notice to the other of its wish to terminate it.

ARTICLE 8.

Nothing herein contained shall be deemed to affect any Treaty now existing between the high contracting parties except so far as any Treaty may be repugnant thereto.

Signed, sealed, and exchanged at Bhurtpoor this fourteenth day of January A.D., eighteen hundred and sixty-eight, corresponding to the fifth day of Magh Buddee, Sumbut, nineteen hundred and twenty-four.

C. K. M. WALTER,

In Political charge of Dholepoor.

MAYO.

This Treaty was ratified by His Excellency the Viceroy and Governor-General of India at Calcutta on the fifteenth day of February 1869.

W. S. SETON-KARR,

Secy. to Govt. of India, Foreign Dept.

No. XL.

DHOLPUR SALT AGREEMENT, dated the 14th January 1879.

RATIFIED THE 25TH FEBRUARY 1879.

ARTICLE 1.

The Maharana of Dholpur agrees to suppress and absolutely prohibit and prevent the manufacture of salt within any part of the Dholpur State, whether overtly or under the guise of manufacturing saltpetre or other saline product and to destroy and erase all existing salt-works, so that salt cannot there be made.

ARTICLE 2.

No tax, toll, transit duty or due of any kind whatsoever shall be levied by or with the permission or knowledge of the Maharana of Dholpur on any articles (not excepted under the next following clause), whether exported from or imported into or carried through the Dholpur State.

Provided that nothing in the foregoing clause shall be held to debar the Maharana of Dholpur from levying such duties or taxes on sulphur, saltpetre, tobacco, opium, bhang, ganja, spirits and other intoxicating drugs and preparations as he may from time to time consider expedient: and provided further that nothing in the said clause shall be held to affect the royalties levied on stone and minerals extracted from State quarries, grass and timber grown on State domains and the like.

ARTICLE 3.

The Maharana agrees to prevent the importation into, and consumption within the Dholpur State of any salt whatever other than salt on which duty has been levied by the British Government, and the three hundred maunds of salt mentioned in Article 7.

ARTICLE 4.

The Maharana agrees to prohibit the export from his State into British territory of bhang, ganja, spirits, opium or other intoxicating drug or preparation.

ARTICLE 5.

If any considerable stocks of salt be proved to exist within the Dholpur State at the time when this agreement comes into force the Maharana will, if so required by the British Government, take possession of such stocks, and will give the owners thereof the option either of transferring the salt to the British Government, at

such equitable valuation as he may fix in concurrence with the Political Agent, or of paying to the said Agent such duty not exceeding two rupees eight annas per maund on such salt as the Governor-General in Council may fix,

In the event of the owners as aforesaid accepting the latter alternative, they shall be allowed to retain the salt on which duty so provided may be paid, but not otherwise.

ARTICLE 6.

The losses of salt manufacturers in the Dholpur State, consequent on the suppression of local salt works hereinbefore provided for, having been considered in concert by the British Government and the Maharana of Dholpur, the British Government hereby agree to pay to the Maharana of Dholpur a lump sum of three hundred and sixty rupees (Rs. 360) as compensation to the said manufacturers, and the Maharana of Dholpur agrees to distribute the whole of the said sum, in consultation with the Political Agent, amongst the said persons in such wise as may be most equitable.

ARTICLE 7.

In consideration of the due and effectual observance by the Maharana of Dholpur of all the stipulations hereinbefore provided the British Government agree to pay to the Maharana yearly the sum of sixty thousand rupees (Rs. 60,000) in half yearly instalments; the first instalment to be paid after the expiration of six months from the date on which this agreement comes into force. The Maharana agrees to pay out of this abovesaid sum a yearly compensation not exceeding rupees three thousand (Rs. 3,000) (the exact amount to be determined on consultation by the Maharana and the Political Agent) to the Rao of Sir Muttra in consideration of his relinquishing all taxes, tolls and duties of every kind on all articles entering, leaving, or passing through his estates.

The Maharana also agrees to pay yearly to the Lumbardars of the several villages enumerated in Schedule A, annexed to this Agreement, in which salt manufacture shall have been suppressed in accordance with the provisions of this agreement, the sums therein specified as compensation for their loss of Huq Lumbardari.

Further, the British Government engage to deliver yearly at Sambhar, free of cost and duty, three hundred (300) maunds of salt of good quality for the use of the Maharana of Dholpur to any one empowered by the Maharana in that behalf. This salt shall be forthwith removed into the Dholpur State and shall not be re-exported therefrom.

ARTICLE 8.

None of the stipulations set forth in this Agreement shall be modified or annulled without the previous consent of both parties.

Article 9.

This Agreement is to come into force from a date to be fixed hereafter by the British Government.

Schedule A (referred to in Article 7).

Statement of annual compensation to be paid to village headmen in the State of Dholpur on the suppression of salt manufacture for loss of Huq Lumbardari.

No.	Name of village.	Amount of Compensation. Rs.	a.	p.
	Pargana Gird.			
1.	Pachgaon	20	0	0
2.	Ondela	6	0	0
3.	Sauda	17	0	0
4.	Lohari	18	0	0
5.	Tore	9	0	0
6.	Deilhara	8	0	0
7.	Sarkoli	7	0	0
8.	Doobra	2	0	0
9.	Ullehpura	8	0	0
10.	Sarkankhera	5	0	0
11.	Bironda and Aidalpur	7	0	0
12.	Masoodpur	3	0	0
13.	Jeroli	3	0	0
14.	Cazipur	5	0	0
15.	Thaggaoli	5	0	0
16.	Bishnoda	8	0	0
17.	Mangrole	11	0	0
18.	Barchta	4	0	0
19.	Kherli	3	0	0
20.	Kharagpur	10	0	0
	Total	159	0	0
	Pargana Rajakhera.			
21.	Khoord	8	0	0
22.	Singaoli	8	0	0
23.	Chammurpur	4	0	0
24.	Athgawan—			
	(1) Hathwari	10	0	0
	(2) Ganehdi	10	0	0
	(3) Garraech	7	0	0
	(4) Bintipura	8	0	0
	(5) Jussoopura	6	0	0
	6) Tarraoli	3	0	0
	Total	64	0	0

Statement of annual compensation to be paid to village headmen in the State of Dholpur, etc.—contd.

No.	Name of Village.	Amount of Compensation. Rs.	a.	p.
	PARGANA KOLARI.			
1.	Sapaq	22	0	0
2.	Piprowah	17	0	0
3.	Bhadiana	65	0	0
4.	Kharagpur	35	0	0
5.	Sakhwara	10	0	0
6.	Manpur	4	0	0
7.	Nonera Rawat	6	0	0
	TOTAL	159	0	0
	PARGANA BARI.			
1.	Khanpur and Bari	30	0	0
2.	Karerwa	6	0	0
3.	Hoosenpur	7	0	0
4.	Koonkoota	4	0	0
5.	Ratanpur	11	0	0
6.	Bilowni	7	0	0
7.	Paguli	6	0	0
8.	Saheri	15	0	0
9.	Nagla Bhedowra	18	0	0
	TOTAL	104	0	0
	PARGANA BASSERI.			
1.	Jargah	10	0	0
2.	Mamodhun	18	0	0
3.	Bagthur	22	0	0
4.	Bhargoora	6	0	0
5.	Nonhera	8	0	0
6.	Piprone	32	0	0
7.	Palli	2	0	0
8.	Jassoopoora	15	0	0
9.	Salempur	9	0	0
	TOTAL	122	0	0

ABSTRACT.

	Rs.	a.	p.
Pargana Gird	159	0	0
Do. Rajakhera	64	0	0
Do. Kolari	159	0	0
Do. Bari	104	0	0
Do. Basseri	122	0	0
TOTAL	608	0	0

No. XLI.

AGREEMENT supplementary to the TREATY of 1869 regarding EXTRADITION,—1887.

Whereas a Treaty relating to the extradition of offenders was concluded on the 15th February 1869 between the British Government and the Dholepore State: And whereas the procedure prescribed by the Treaty for the extradition of offenders from British India to the Dholepore State has been found by experience to be less simple and effective than the procedure prescribed by the law as to the extradition of offenders in force in British India: It is hereby agreed between the British Government and the Dholepore State that the provisions of the Treaty prescribing a procedure for the extradition of offenders shall no longer apply to cases of extradition from British India to the Dholepore State; but that the procedure prescribed by the law as to the extradition of offenders for the time being in force in British India shall be followed in every such case.

Signed at Dholepore this third day of September A.D. one thousand eight hundred and eighty-seven.

NIHAL SINGH,
Signature of His Highness the Mahraj Dholepore.

N. C. MARTELLI, *Major,*
Poltl. Agent, Bhurtpore and Kerowlee.

DUFFERIN,
Viceroy and Governor-General of India.

This Agreement was approved and confirmed by His Excellency the Viceroy and Governor-General of India at Fort William on the twenty-eighth day of March A.D. one thousand eight hundred and eighty-eight.

H. M. DURAND,
Secy. to the Govt. of India, Foreign Dept.

No. XLII.

AGREEMENT supplementary to the DHOLPUR SALT AGREEMENT, dated the 14th January 1879,—1920.

Whereas an agreement relating to the manufacture of salt was concluded on the 14th January 1879 between the British Government and the Dholpur State.

And whereas His Highness the Maharaj Rana of Dholpur has represented that Article No. 2 of the agreement unduly limits his right to levy customs duties and

therefore desires that this Article should be abrogated. It is hereby agreed that Article 2 of the aforesaid agreement should be cancelled on the following conditions which are accepted by the State, *viz.* :—

(1) That the levy of octroi in Municipalities containing a population of over 2,000 persons should be subject to the proviso that such arrangements are made and maintained in the way of bonded warehouses and refunds to ensure the octroi being levied only on goods consumed in the towns.

(2) That the Darbar forego the compensation now paid them by the Government of India for the waiving of this right.

In Article 7 of the Agreement therefore, for the words "the sum of sixty thousand rupees (Rs. 60,000)" the words "the sum of twenty-five thousand seven hundred and eighty-eight rupees (Rs. 25,788)" be substituted.

UDAIBHAN SINGH,
Maharaj Rana of Dholpur.

C. C. WATSON,
Political Agent, Eastern Rajputana State.

At Dholpur on 5th August 1920.

VII.—SOUTHERN RAJPUTANA STATES AGENCY.

The headquarters of the Resident in Mewar, who is also Political Agent, Southern Rajputana States, are at Udaipur.

(1) Dungarpur.

The family of Dungarpur is an offshoot of the House of Mewar. On the fall of the Moghul Empire, Dungarpur, like other Rajput States, acknowledged Mahratta supremacy: and this was exercised by Scindia, Holkar and Dhar, who recovered an annual tribute of Rs. 35,000, half of which was paid to Dhar and the remainder divided equally between Scindia and Holkar. Till 1795 an Agent resided at Dungarpur, who was Receiver General for the three Mahratta States; but after that date regular payments were discontinued, though Dhar received its share up to 1802. From 1802 to 1817 payment was obtained by plundering incursions, though no exact record exists of the actual amounts thus realised. According to Sir John Malcolm, Dhar was ultimately recognised as having the exclusive right to the whole, which was ceded to the British Government by a Treaty (No. I) concluded in 1818 with Jaswant Singh; but this statement has been disputed, particularly by Holkar, who claims that his right over Dungarpur was never commuted or transferred: and the last plundering incursion made into Dungarpur, in 1817, was certainly a combined raid by Scindia and Dhar. As, however, the Treaty of 1818 with Jaswant Singh was drawn up "under the immediate direction" of Sir John Malcolm, there can be little doubt that the exclusive right of Dhar to the whole tribute was accepted at the time, and was considered to have been transferred to the British Government by Article 8 of the Treaty; though the wording of the Article, "all tribute justly due to the State of Dhar, or any other power up to the present time", was obviously meant to cover any possible claims by the other original participants.

The State having fallen into arrears of payment, a separate Agreement (No. II) was concluded in 1820 by which a sum of Salim Shahi Rs. 35,000, payable by instalments spread over six years, was accepted from the Maharawal in lieu of all arrears: while the tribute for the years 1819, 1820 and 1821 was fixed at Rs. 17,000, Rs. 20,000 and Rs. 25,000 respectively, payable one year in arrear. After 1822 the British Government was to fix the amount of tribute in accordance with the 9th Article of the Treaty of 1818. The tribute now paid is Rs. 17,500 (Salim Shahi Rs. 35,000). In 1824 the Ruler agreed (No. III) to pay, in addition to the tribute, a sum of Rs. 8,400 a year for the maintenance of a local force; but this engagement was never enforced, and was subsequently declared to be obsolete.

As in other States inhabited by wild hill tribes, it became necessary at an early period of the British supremacy, to employ a military force to coerce the Bhils, who had been excited to rebellion by some disaffected nobles. The Bhil Chiefs, however, submitted to terms in 1825 (No. IV) before actual hostilities commenced.

In 1825 Jaswant Singh was deposed (No. V) for incompetence and the creation of disturbances in the State. His adopted son Dalpat Singh, grandson of Maharawat Sawant Singh of Partabgarh, was made Regent. In 1844 the succession to Partabgarh devolved on Dalpat Singh. At this time it was under consideration whether it would be best to unite Dungarpur and Partabgarh in one State, whether a fresh adoption should be made by the Maharawal of Dungarpur, or whether Partabgarh should escheat to the British Government. Dalpat Singh was at last permitted to adopt, as his successor in Dungarpur, Udai Singh, the infant son of the Thakur of Sabli, and, while Ruler of Partabgarh, to continue to be Regent of Dungarpur during the boy's minority. On this occasion Jaswant Singh made an attempt to recover his authority and to elevate to the *gaddi* the son of Himmat Singh, Thakur of Nandli; but he was unsuccessful, and the attempt resulted in Jaswant Singh's removal to Muttra, where he was kept under surveillance with an allowance of Rs. 12,000 a year.

Maladministration was the inevitable result of the arrangement by which the Regency was left in the hands of Dalpat Singh, who resided at Partabgarh. Accordingly, in 1852, he was removed from all authority in Dungarpur, and the State was put under an Indian Agent appointed by the British Government to hold charge of the administration during the remaining years of Udai Singh's minority, which terminated in 1857, when he did good service during the mutiny.

In 1862 the Ruler of Dungarpur received a Sanad of Adoption (*see* Part I, No. VIII): and in 1867 was granted a permanent salute of 15 guns.

In 1866 the Maharawal agreed to give lands for railway purposes free of cost; to cede full jurisdiction in them short of sovereign rights; and to surrender all transit duties on goods passing through his territory. No formal engagement was made to this effect.

In 1869 an Extradition Treaty (No. VI) was concluded with the Dungarpur State. This was modified in 1887 by an Agreement (No. VII) providing that, in the extradition of offenders from British India to Dungarpur, the procedure for the time being in force in British India should be followed.

Udai Singh died in 1898 and was succeeded by his grandson Bijey Singh, during whose minority the State was under direct management,

and its administration was carried on by a State Council with the Assistant Resident as President.

In 1903 the Darbar accepted the Border Court Rules of 1877.

In the same year the Darbar guaranteed the Government Telegraph Department against loss in the construction of a telegraph line from Rutlam to Dungarpur *viâ* Banswara.

The Salim Shahi and Chitori currencies were converted into British currency in 1904.

On the outbreak of the Great War the Maharawal placed the entire resources of his State at the disposal of the British Government and offered his personal services.

Bijey Singh died on the 15th November 1918, and was succeeded by his eldest son the present Maharawal Lakshman Singh, born on the 7th March 1908. His Majesty the King-Emperor's recognition of his succession was conveyed to him in a Kharita presented at a Darbar held on the 25th January 1919. During his minority the administration of the State was carried on, in accordance with his father's will, by the same administrative machinery of an Executive and a Legislative Council as existed during his life-time, the powers of the Ruling Prince being vested in the Political Agent. While this arrangement subsisted, the State was required to make a contribution towards the cost of the Southern Rajputana States Agency.

In 1922 the Darbar enacted laws and regulations to give effect to the provisions of the International Opium Convention of 1912.

Maharawal Lakshman Singh was invested with full ruling powers on the 16th February 1928.

Extradition arrangements have been effected between the Dungarpur State and several other States both in and outside Rajputana. A list of these is given in Appendix I.

The area of the State is 1,447 square miles; the population, according to the Census of 1921, 189,272; and the revenue Rs. 6,61,000.

The military forces of the State consist (1929) of 28 Cavalry, 124 Infantry and 5 Artillery men, with 4 serviceable and 3 unserviceable guns. The State also maintains 246 Armed Police.

(2) Partabgarh.

The Maharawat of Partabgarh is descended from a junior branch of the Mewar House. From the time of the establishment of the Mahratta power in Malwa, the Ruler of Partabgarh paid tribute to Holkar. The first connection of the British Government with Partabgarh was in 1804 when a Treaty (No. VIII) was concluded with Sawant Singh; but, in consequence of the policy introduced by Lord Cornwallis, of withdrawing from connection with the Western Rajput States, this Treaty was not

ratified. In it Sawant Singh disclaimed all subjection or acknowledgment of superiority to Holkar, and undertook to pay to the British Government the tribute formerly paid to Holkar; but, after the withdrawal of the promise of British protection, the State again fell under the domination of Holkar. By the Treaty of Mandasor (*see* Vol. IV, Indore, No. II), concluded in January 1818, Holkar ceded to the British Government "all claims of tribute and revenues of every description which he had or might have had upon the Rajput princes, such as the Rajas of Udaipur, Jaipur, Jodhpur, Kotah, Bundi, Karauli, etc.". Partabgarh was not specifically included: and, shortly after the conclusion of the Treaty, Holkar sent an expedition into Partabgarh in order to assert the continued existence of his rights over the State. In October 1818 the British Government concluded a Treaty (No. IX) with Sawant Singh, by which he agreed to pay to them "all arrears of tribute justly due to Holkar, amounting to (Salim Shahi) Rs. 1,24,657-6-0", by instalments spread over six years: and also to pay to them the tribute theretofore paid by him to Holkar, namely Salim Shahi Rs. 72,700, then equivalent to British Rs. 36,350; though the British Government agreed to accept a smaller tribute for the first four years—Rs. 35,000, 45,000, 55,000 and 65,000 respectively. The British Government thereupon made an arrangement with Holkar whereby, in return for the transfer of his rights over Partabgarh, they agreed to pay him the arrears of the Partabgarh tribute (Rs. 1,24,657-6-0) as well as, in future, the annual tribute of Rs. 72,700. At the time that this arrangement was made, the equivalent of Salim Shahi Rs. 72,700 was British Rs. 57,874-3-2: and this amount is still paid to Holkar, though the tribute received by the British Government from Partabgarh remains at the original exchange value of Rs. 36,350.

By the Treaty of 1818 Sawant Singh agreed to maintain a local force of 50 horse and 200 foot, at the disposal of the British Government. In 1823 he engaged (No. X), in lieu of the local force, to pay an annual subsidy of Rs. 12,000 till the year 1826, after which the subsidy was to be doubled. This engagement was never enforced, and in 1840 it was abrogated and the original obligation of Article 4 of the Treaty of 1818 was declared to be still operative (Government letter No. 1480, dated the 30th November 1840).

Sawant Singh died in 1844 and was succeeded by his grandson Dulpat Singh, who had previously succeeded to the State of Dungarpur on the deposition of Jaswant Singh, by whom he had been adopted. On his succession to Partabarh he relinquished Dungarpur to Udai Singh, son of the Thakur of Sabli.

In 1862 the Ruler of Partabgarh received a Sanad of Adoption (*see* Part I, No. VIII).

Dalpat Singh died in 1864 and was succeeded by his son Udai Singh.

In 1865 the Darbar agreed to give lands for railway purposes free of cost, to cede in them full jurisdiction short of sovereign rights, and to surrender all transit duties on goods passing through their territory; but no formal agreement was concluded.

In 1867 the Ruler of Partabgarh was granted a permanent salute of 15 guns.

An Extradition Treaty (No. XI) was concluded with Partabgarh in 1869. This was modified in 1887 by an Agreement (No. XII) which provided that, in the extradition of offenders from British India to Partabgarh, the procedure for the time being in force in British India should be followed.

Udai Singh died without issue in February 1890. Raghunath Singh, Maharaj of Arnod (under Partabgarh), being the nearest surviving relative of the late Ruler, was selected as his successor, and the choice was confirmed by the British Government. He was invested with full powers in January 1891; but, owing to the extravagance of Udai Singh and to the loss of revenue caused by the famine of 1899-1900, it became necessary for the British Government temporarily to exercise, through its Political Officers, some control over the finances of the State. This was withdrawn in 1911, subject to certain conditions. The State is now free from debt.

In 1903 an agreement was recorded by the State notifying its acceptance of the Border Court Rules of 1877.

In 1904 the local Salim Shahi currency was replaced by British currency.

On the outbreak of the Great War the Darbar placed all the resources of the State at the disposal of the British Government, and Maharawat Raghunath Singh offered the personal services of himself and his son.

In 1922 the Darbar enacted laws and regulations to give effect to the provisions of the International Opium Convention of 1912.

In 1926 the State entered into an Agreement (*see* Part IV, No. XV) for the supply of crude opium to the Government factory at Ghazipur. This Agreement superseded previous Agreements executed in 1916-17 and 1923.

Maharawat Raghunath Singh died on the 18th January 1929 and was succeeded by his grandson the present Maharawat Ram Singh, born on the 12th April 1908. His Majesty the King-Emperor's recognition of his succession was conveyed to him in a Kharita presented at a Durbar held on the 14th May 1929.

Extradition arrangements have been entered into between the Partabgarh State and numerous other States both in and outside Rajputana. A list of these is given in Appendix I.

The area of the State is 886 square miles; the population, according to the Census of 1921, 67,110; and the revenue Rs. 5,85,000.

The military forces of the State consist (1929) of 24 Cavalry and 19 Artillery men, with 9 serviceable and 10 unserviceable guns. The State also maintains 275 Armed Police.

(3) BANSWARA.

Banswara was originally part of Mewar, but became independent of it prior to the establishment of the supremacy of the British Government, who recognised Banswara as a separate power. In 1812 the Ruler of Banswara offered to become tributary to the British Government; but no definite relations were formed with him till September 1818, when a Treaty (No. XIII) was concluded, by which, in consideration of the protection of the British Government, Maharawal Umaid Singh agreed to act in subordinate co-operation with the British Government, and to settle his affairs in accordance with their advice; to abstain from disputes and political correspondence with other States; to pay a tribute equal to three-eighths of his revenues; and to furnish troops when required. The Maharawal refused to consider himself bound by this Treaty, which had been negotiated by his accredited Agent. It was, however, declared to be binding on him; but, in view of the fact that the Dhar State had in the meantime ceded to the British Government its tribute claims on Dungarpur and Banswara, it was considered advisable to conclude, in December 1818, a new Treaty (No. XIV) with the Maharawal. By this Treaty Banswara came formally under the protection of the British Government. The chief modifications it involved were, that the Maharawal was to pay to the British Government all arrears of tribute due to Dhar or any other State, and annually whatever tribute the British Government might deem adequate to cover the expense of protection, provided it did not exceed three-eighths of the revenues; and that the British Government were to assist in bringing under control any relatives or connections of the Ruler, his heirs and successors, who might prove disobedient.

Umaid Singh died in 1819 and was succeeded by his son Bhawani Singh.

The provisions of the Treaty of December 1818 were supplemented in 1820 by a separate Agreement (No. XV) by which the Maharawal was to pay, in twelve half-yearly instalments, a sum of Salim Shahi Rs. 35,000 in full satisfaction of all arrears due to Dhar or any other State, while the tribute to the British Government for the years 1819, 1820 and 1821 was fixed at Salim Shahi Rs. 17,000, 20,000 and 25,000 respectively. In 1823 another similar Agreement (No. XVI) was made, fixing the tribute for the years 1822 to 1825 at Salim Shahi Rs. 24,000,

25,000, 26,000 and 34,000 respectively: and from 1826 to 1831 at Salim Shahi Rs. 35,000 a year. At the end of that time the settlement was to be liable to fresh revision in accordance with the 9th Article of the Treaty of December 1818.

In 1824 an Engagement, identical with that made with Dungarpur, (*see* No. III) was effected with Banswara, by which the Ruler agreed to pay, in addition to the subsidy, the sum of Rs. 8,400 a year for the maintenance of a local force. The engagement, however, was never enforced and was subsequently declared to be obsolete.

In 1831, as the tribute was again in arrears, a fresh arrangement was sanctioned (Government letter of 13th August 1831, to the Resident, Indore). The settlement made was for five years, but the Maharawal failed to observe it. In 1836 he owed arrears of tribute amounting to about Salim Shahi Rs. 1,70,000; the country was badly governed and was impoverished, and the British Government proposed to assume the administration; but the Maharawal promised amendment, and in 1836 undertook (No. XVII) the payment of the tribute and arrears in instalments decreasing from Salim Shahi Rs. 55,000 in 1836-37 to Rs. 44,385 in 1843-44. Some time after this settlement the Banswara tribute proper is mentioned as being confined to Salim Shahi Rs. 35,000, at which amount it has since stood.

Bhawani Singh died in 1839 and was succeeded by his adopted son Bahadur Singh, who died in 1844 and was succeeded by his adopted son Lachhman Singh. His succession was disputed by Man Singh, Thakur of Khandu, who conceived that a son of his own had preferable claims; but he eventually withdrew his opposition on receiving a remission of Rs. 1,800 a year in the tribute which he paid to the Banswara State.

In 1862 the Ruler of Banswara received a Sanad of Adoption (*see* Part I, No. VIII).

In 1865 the Maharawal agreed to give lands free of cost for railway purposes; to cede full jurisdiction in them short of sovereign rights; and to surrender all transit duties on goods passing through his territory. No formal engagement was concluded.

In 1867 the Ruler of Banswara was granted a permanent salute of 15 guns.

In 1868 the Government of India held an enquiry into certain charges brought, and action taken, by the Maharawal of Banswara against his feudatory, the Rao of Kushalgarh (*q. v., infra*): and the Banswara story was found to be a fabrication, prepared under the special direction of the Maharawal. As a punishment, the salute to which Lachman Singh was entitled was reduced, for six years from the 1st August 1869, from 15 to 11 guns, and he was called upon to pay compensation to

the Rao, to be made good by annual remissions of the tribute due by Kushalgarh to Banswara; but the tribute was still to be tendered, so as to leave no ground for any future claim to exemption or independence on the part of Kushalgarh. At the same time, it was decided that Banswara should exercise no interference with the internal administration of the affairs of Kushalgarh, and that the Rao should be allowed to collect his own customs within his Estate: on the other hand, the tribute of Rs. 1,100 per annum due to Banswara from Kushalgarh was to be punctually paid, and all requisitions made upon the Rao by the representative of the British authority, when they related to the lawful demands of Banswara, were to be satisfied without demur. In addition to these measures a Political Assistant was deputed to Banswara in direct subordination to the Political Agent, Mewar. His salary and that of his office establishment were defrayed from an increase of Salim Shahi Rs. 15,000 (Government Rs. 11,741-10), made under Article 9 of the Treaty of December 1818, to the yearly tribute levied from Banswara. Whatever balance remained of the increased tribute was to have been spent on works of public improvement. In 1884, however, it was decided that in future, as the Political Officer was also in charge of Partabgarh, not more than Rs. 500 a month of his pay, *plus* a fair proportion of his travelling and office expenses, should be charged against the Banswara tribute. In 1889, owing to the increasing financial embarrassments of the State, the increase of the tribute by Salim Shahi Rs. 15,000 was conditionally reduced to Government Rs. 5,000, and the accumulated savings from the increase of the tribute since 1884, amounting to about Rs. 18,000, were credited to Government in part payment of debt due on account of arrears of tribute.

An Extradition Treaty (No. XVIII) was concluded with Banswara in 1869. This was modified in 1887 by an Agreement (No. XIX) which provided that, in the extradition of offenders from British India to Banswara, the procedure for the time being in force in British India should be followed.

In 18?3 a serious affray took place between Banswara and Partabgarh relative to the possession of a border village. An enquiry into the circumstances of the case was held, and it was ascertained that Banswara had committed an unprovoked attack on a village which indisputably belonged to Partabgarh, and had supported its encroachments on Partabgarh territory by the production of false evidence. The Maharawal was therefore informed that his full salute could not be restored to him.

On the accasion of the Delhi Darbar, held on the 1st January 1877, the Ruler's permanent salute was fixed at eleven guns; but in 1878 the salute of fifteen guns was restored, though, Lachman Singh's personal

salute remained at eleven guns till February 1880, when his full salute was re-granted to him.

Differences which had existed between the Maharawal and his Thakurs regarding taxation and points of etiquette were amicably settled in 1883 (Appendix No. III). It was decided that the ancient custom in regard to ceremonial observances should prevail in future. The land revenue was reduced by four annas in the rupee. The indefensible system of "Polri Chitties" and the issue of new "Pattas" to Thakurs on succession were abolished. The families and relatives of the Thakurs were allowed the right of adoption. The Thakurs in return promised compliance in future with all reasonable behests of the Darbar, such as surrender of criminals, etc.

After the famine of 1900 it was found necessary, owing to serious financial embarrassment and mal-administration, to place the State under the direct control of an Assistant to the Resident in Mewar and a Council selected by Government. A loan of Rs. 2,50,000 was advanced by Government, which was repaid by instalments of Rs. 25,000 a year. All miscellaneous debts have since been paid off, and the administration has been reformed on sound lines.

In 1904 the depreciated Salim Shahi currency was converted into British currency.

In the same year the Darbar agreed to guarantee the Government Telegraph Department against loss in the construction of a telegraph line from Rutlam to Dungarpur *viâ* Banswara.

Lachhman Singh died in 1905, and was succeeded by his eldest son Shambhu Singh.

The increase of the tribute by Rs. 5,000 a year was finally remitted with effect from the 1st November 1907.

Maharawal Shambhu Singh abdicated in 1908, leaving the administration of the State to be carried on under the direct supervision of the Political Agent till his son Pirthi Singh should be of an age to assume control. This arrangement continued till 1913, when Maharaj Kumar Pirthi Singh was given full powers of administration, under the general control of the Political Agent, and with the help of an Advisory Council.

Shambhu Singh died on the 27th December 1913, and was succeeded by the present Maharawal Pirthi Singh on the 8th January 1914. He was formally installed and invested with ruling powers on the 18th March 1914.

On the outbreak of the Great War the Maharawal offered his services to the British Government.

In 1922 the State enacted laws and regulations to give effect to the provisions of the International Opium Convention of 1912.

Extradition arrangements have been effected between Banswara and other States both in and outside Rajputana. A list of these is given in Appendix I.

The area of the State, excluding the Kushalgarh Chiefship, is 1,606 square miles; the population, according to the Census of 1921, 190,362; and the revenue about Rs. 6,96,000.

The military forces of the State consist (1929) of 18 Cavalry, with two serviceable and three unserviceable guns. The State also maintains 259 Armed Police.

(4) KUSHALGARH.

The Rao of Kushalgarh is a feudatory of Banswara and belongs to the Rathor clan of Rajputs. He is closely connected with the ruling family of Jhabua in Central India, and is descended from Rao Jodha of Marwar, whose great-grandson, Askarn, obtained a grant of Kushalgarh from the Emperor Aurangzeb.

In 1866 the Maharawal of Banswara accused the Rao of an attack on a Banswara Police Station, in the course of which, it was alleged, a Kushalgarh prisoner was released and three men were killed. He called upon the Rao to surrender the prisoner; but, as he failed to do so, his villages in Ratlam were attached.

In 1868 an enquiry was held by the Government of India, when it was found that the accusation brought by the Ruler of Banswara against the Rao of Kushalgarh was entirely unfounded: and he was required to pay a sum of Rs. 6,267 to the Rao of Kushalgarh as compensation for the loss sustained by the Rao on account of the attachment of his villages. It was decided that this sum should be recovered by annual remissions of the tribute due by Kushalgarh to Banswara.

The enquiry also covered an investigation of the claim of the Rao to independence from Banswara. The decision was that the Banswara Darbar should refrain from all interference in the Kushalgarh Estate and that the Rao, though continuing to render certain specified acts of allegiance and to pay an annual tribute of Salim Shahi Rs. 1,100 (converted in 1904 to British Rs. 550) to the Banswara Darbar, should, as had been the custom observed in former years, correspond direct with the Political Agent. The tribute is paid through the political authorities. The Chiefship also pays an annual tribute of Salim Shahi Rs. 1,205 direct to the Ratlam State.

On the outbreak of the Great War the Rao placed all the resources of his Estate at the disposal of Government, and offered his personal services and those of his sons.

Rao Udai Singh died on the 13th January 1916 and was succeeded by his son the present Rao Ranjit Singh, born on the 2nd May 1882.

The area of the Estate is 340 square miles; the population, according to the Census of 1921, 29,162; and the revenue about Rs. 1,59,000.

The military forces of the Estate consist (1929) of 5 Cavalry with 3 serviceable and 5 unserviceable guns. The Estate also maintains 90 Armed Police.

No. I.

TREATY between the HONOURABLE ENGLISH EAST INDIA COMPANY and RAEE RAEEAN MAHA RAWUL SREE JUSWUNT SING, RAJAH of DOONGURPORE, his heirs and successors concluded on the part of the HONOURABLE ENGLISH EAST INDIA COMPANY, by CAPTAIN J. CAULFIELD, acting under the instructions of BRIGADIER-GENERAL SIR JOHN MALCOLM, K.C.B. and K.L.S., &c., &c., POLITICAL AGENT for the MOST NOBLE the GOVERNOR-GENERAL, and RAEE RAEEAN MAHA RAWUL SREE JUSWUNT SING, RAJAH of DOONGURPORE, on the part of himself, his heirs and successors, the said BRIGADIER-GENERAL SIR J. MALCOLM being invested with full powers and authority from the MOST NOBLE FRANCIS, MARQUIS of HASTINGS, K.G., one of HIS BRITANNIC MAJESTY'S MOST HONOURABLE PRIVY COUNCIL, appointed by the HONOURABLE EAST INDIA COMPANY, to direct and control their affairs in the East Indies, —1818.

ARTICLE 1.

There shall be perpetual friendship, alliance, and unity of interest between the British Government and Maha Rawul Sree Juswunt Sing, Rajah of Doongurpore, his heirs and successors; and the friends or enemies of either of the contracting parties shall be the same to both.

ARTICLE 2.

The British Government engages to protect the principality and territory ot Doongurpore.

ARTICLE 3.

The Maha Rawul, his heirs and successors, will always act in subordinate co-operation with the British Government, and with due submission to its supremacy; and will not henceforth have any connection with other Chiefs or States.

ARTICLE 4.

The Maha Rawul and his heirs and successors shall remain absolute rulers of their territory and principality; and the civil and criminal jurisdiction of the British Government shall not be introduced therein.

ARTICLE 5.

The affairs of the principality of Doongurpore shall be settled according to the advice of the British Government, in which the British Government will pay all practicable attention to the will of the Maha Rawul.

ARTICLE 6.

The Maha Rawul and his heirs and successors will not enter into negociations with any Chief or State without the sanction of the British Government, but his customary amicable correspondence with friends or relations shall continue.

ARTICLE 7.

The Maha Rawul, his heirs and successors will not commit aggressions on any one; and if any dispute accidentally arise with any one the adjustment of it shall be submitted to the arbitration of the British Government.

ARTICLE 8.

The Maha Rawul, his heirs and successors agree to pay all tribute justly due to the State of Dhar, or any other power up to the present time, to the British Government by annual payments, to be regulated at the discretion of the British Government according as the Doongurpore State recovers its prosperity.

ARTICLE 9.

The Maha Rawul, his heirs and successors agree to continue the payment to the British Government, in lieu of its protection, and to defray the expenses it may be put to, of a tribute to be regulated by the prosperity of his country but never to exceed three-eighths of the actual revenue.

ARTICLE 10.

The Maha Rawul, his heirs and successors engage to afford what military force they may be possessed of to the British Government upon its requisition.

ARTICLE 11.

The Maha Rawul, his heirs and successors engage to discharge all Arabs, Mekrances, and Sindees; and to entertain no soldiers but natives of the country.

ARTICLE 12.

The British Government agrees not to countenance the connections of the Maha Rawul who may be disobedient, but to afford him aid in bringing them under due control.

ARTICLE 13.

The Maha Rawul agrees in the ninth Article of this Treaty to pay tribute to the British Government, and, for the purpose of securing the same, agrees to pay the said tribute to persons to be appointed to receive it upon the part of the British Government, and, in the event of any failure in the said payment, the Maha Rawul agrees that an agent on the part of the British Government be appointed to receive the tribute from the town duties of Doongurpore.

This Treaty, consisting of thirteen Articles, has been this day concluded by Captain J. Caulfield, acting under the direction of Brigadier-General Sir J. Malcolm, K.C.B. and K.L.S., etc., etc., etc., on the part of the Honourable East India Company, and by Maha Rawul Sree Juswunt Sing, Rajah of Doongurpore, in behalf of himself, his heirs and successors. Captain Caulfield engages that a copy of this Treaty, ratified by the Most Noble the Governor-General, shall be delivered to the Maha Rawul Sree Juswunt Sing, Rajah of Doongurpore, within the period of two months, and on delivery of the same, the present Treaty executed by Captain Caulfield, under the immediate direction of Brigadier-General Sir J. Malcolm, K.C.B. and K.L.S., shall be returned.

The Rawul has signed and sealed this Treaty in the full possession of his faculties, and from his own free will and choice, as witness his hand and seal.

Done at Doongurpore, this 11th day (eleventh) of December, A.D. 1818, or the twelfth of the month Suffer in the year 1234 Hegira, corresponding to the fourteenth of Augun Sood, Summut 1875.

J. CAULFIELD.

JUSWUNT SING.

HASTINGS.

G. DOWDESWELL.

J. STUART.

J. ADAM.

Ratified by His Excellency the Governor-General in Council, this 13th day of February, A.D. 1819.

C. T. METCALFE,

Secretary to Government.

No. II.

AGREEMENT between the BRITISH GOVERNMENT and the MAHA RAWUL SREE JUSWUNT SING, Rawul of Doongurpore,—1820.

Whereas in the 8th Article of the Treaty between the British Government and the Maha Rawul Sree Juswunt Singh, Rawul of Doongurpore, dated 14th Aujud Sood Summut 1875, or 11th December 1818, the aforesaid Rawul stipulates to pay to the aforesaid British Government all arrears of tribute due to the State of Dhar or any other power up to the date of the said Treaty, by annual payments to be regulated at the discretion of the British Government; and whereas the British Government has been pleased, in consideration of the impoverished state of the Maha Rawul's country and finances, to accept a payment of (35,000) thirty-five thousand Salim Sahee Rupees, being equal to one year's tribute paid to other States in times of prosperity, in lieu of all arrears mentioned in the 8th

Article: the Maha Rawul hereby engages to pay that sum to the British Government by instalments at the periods following, *viz.* :—

	Rs.	a.	p.
In Magh Sood Poonum 1876 Bekoor Majeit, corresponding with January 1820, A.D.	1,500	0	0
In Bysakh Sood Poonum 1877 Bekoor Majeit, corresponding with April 1820, A.D.	1,500	0	0
In Magh Sood Poonum 1877 Bekoor Majeit, corresponding with January 1821, A.D.	2,500	0	0
In Bysakh Sood Poonum 1878 Bekoor Majeit, corresponding with April 1821, A.D.	2,500	0	0
In Magh Sood Poonum 1878 Bekoor Majeit, corresponding with January 1822, A.D.	3,000	0	0
In Bysakh Sood Poonum 1879 Bekoor Majeit, corresponding with April 1822, A.D.	3,000	0	0
In Magh Sood Poonum 1879 Bekoor Majeit, corresponding with January 1823, A.D.	3,500	0	0
In Bysakh Sood Poonum 1880 Bekoor Majeit, corresponding with April 1823, A.D.	3,500	0	0
In Magh Sood Poonum 1880 Bekoor Majeit, corresponding with January 1824, A.D.	3,500	0	0
In Bysakh Sood Poonum 1881 Bekoor Majeit, corresponding with April 1824, A.D.	3,500	0	0
In Magh Sood Poonum 1881 Bekoor Majeit corresponding with January 1825, A.D.	3,500	0	0
In Bysakh Sood Poonum 1882 Bekoor Majeit corresponding with April 1825, A.D.	3,500	0	0

And whereas in the 9th Article of the Treaty aforesaid the Maha Rawul agrees to pay to the British Governmet, in lieu of its protection a tribute, to be regulated by the prosperity of the country, but not to exceed three-eighths of the actual revenue; and whereas the British Government, desirous of the speedy prosperity of the Rawul's country, has been pleased to direct a settlement of the amount to be paid on account of tribute for the years A.D. 1819, 1820, and 1821: the Maha Rawul engages to pay the following sums for the years above specified as follows :—

	Rs.	a.	p.
In Magh Sood Poonum 1876 Bekoor Majeit corresponding with January 1820 A.D.	8,500	0	0
In Bysakh Sood Poonum 1877 Bekoor Majeit, corresponding with April 1820, A.D.	8,500	0	0
Total for 1819	17,000	0	0
In Magh Sood Poonum 1877 Bekoor Majeit, corresponding with January 1821, A.D.	10,000	0	0
In Bysakh Sood Poonum 1878 Bekoor Majeit, corresponding with April 1821, A.D.	10,000	0	0
Total for 1820	20,000	0	0

	Rs.	a.	p.
In Magh Sood Poonum 1878 Bekoor Majeit, corresponding with January 1822, A.D.	12,500	0	0
In Bysakh Sood Poonum 1879 Bekoor Majeit, corresponding with April 1822, A.D.	12,500	0	0
Total for 1821 .	25,000	0	0

The settlement is for three years only, at the expiration of which period the British Government will according to the terms of the 9th Article make such a regulation of the tribute as will be consistent with its own good faith, the prosperity of the Rawul's country, and the interests of both Governments.

This Agreement was concluded at Soomwara by Captain A. MacDonald according to the orders from General Sir J. Malcolm, K.C.B. and K.L.S., on the part of the British Government, and by Tucktah Gamody, Minister of Doongurpore, on the part of the Maha Rawul Sree Juswunt Sing: this 29th day of January A.D. 1820, corresponding with Maha Sood Poonum Summut 1876.

THE RAWUL'S SEAL AND SIGNATURE.

A. MACDONALD,
1st Assistant to Sir J. Malcolm.

No. III.

ENGAGEMENT entered into by MAHA RAWUL JUSWUNT SING of Doongurpore with CAPTAIN ALEXANDER MACDONALD, on the part of the HONOURABLE COMPANY.—1824.

Seven hundred Rupees per mensem or eight thousand four hundred Rupees per annum for the pay of the Horse and Foot stationed with me, shall be paid to the Company's Government by regular instalments, and without excuse, from the 1st of January 1824. In this there shall be no failure; and I write this engagement of my own free will.

RAWUL JUSWUNT SING.

13th January 1824, Poos Soodee 11th Sumbut 1880.

A similar agreement was entered into by the Maharawal of Banswara.

No. IV.

TRANSLATION of an AGREEMENT entered into by the BHEELS of LEEMBARWAROO with the HONOURABLE COMPANY through MAJOR HAMILTON on the part of CAPTAIN MACDONALD—dated 12th May 1825.

1. We will deliver up our bows, arrows, and all weapons.

2. Whatever plunder we may have obtained during the late disturbance we will make good.

3. In future we will never commit any depredations in towns, villages or public roads.

4. We will not give refuge to any thieves, plunderers, Grassiahs, or Thakoors or any enemies of the British Government in our pals (villages), whether they may belong to our own country or any other.

5. We will obey the commands of the Company and appear whenever required.

6. We will not take more than our just and old established dues from the Rawul's and Thakoor's villages.

7. We will never refuse to pay the yearly tribute to the Rawul of Doongurpore.

8. Should any person, subject to the Company, stop at our villages we will give him protection.

Should we not act in the above manner let us be accounted criminals against the British Government.

BAINUM SOORAT and DOODAH SOORAT.

A similar Agreement was signed by the following :—

AUMURJEE.	MOGA.
DAMUR NATHA.	CUNHIA.
PEETHA DAMUR.	LALLJEE.
SULLIA DAMUR.	TUJNA.
MUNNA.	MUNNIA.
KOREJEE.	BHUNNA DAMUR.
SHAOJEE.	LALOO.
MUNNIA.	TAJAH.
NATHOO KOTEIR.	JEETOO.
LALOO.	BHEENDOO.
RAJIA.	THANOO KOTEIR.

A similar Agreement has been subscribed by the Bheels of Simurwaroo, Deywul, and Nandoo.

THAJA.	DHURMA.
SOOKJEE.	HEERA.
KANJEE.	MUGGA.
GOODRA.	RUNGA.
SAUMJEE.	

No. V.

TRANSLATION of an AGREEMENT concluded by JUSWUNT SING, RAWUL of DOONGURPORE, and the HONOURABLE COMPANY, through CAPTAIN MACDONALD,—dated Neemuch, 2nd May 1825.

1. To whatever minister may be appointed by the British Government I will give my consent, entrust him with the administration of affairs, and not interfere in any way.

2. I will be satisfied with whatever may be allotted by the British Government for my maintenance, and will reside in whatever place in the Doongurpore territories may be selected for my residence.

3. Disturbances by the advice of artful men have several times taken place in my country. I therefore write that I will pay no attention to their counsels nor excite any disturbance myself. If I do so I will submit to whatever punishment the British Government may inflict.

No. VI.

EXTRADITION TREATY between the BRITISH GOVERNMENT and HIS HIGHNESS OODEY SING, MAHA RAWUL of Doongurpore, his children, heirs, and successors, executed on the one part by LIEUTENANT-COLONEL ALEXANDER ROSS ELLIOTT HUTCHINSON, OFFICIATING POLITICAL AGENT of MEWAR, under authority from LIEUTENANT-COLONEL RICHARD HARTE KEATINGE, C.S.I. and V.C., GOVERNOR-GENERAL'S AGENT for the STATES of RAJPOOTANA, in virtue of full powers to that effect vested in him by HIS EXCELLENCY THE RIGHT HON'BLE SIR JOHN LAIRD MAIR LAWRENCE, BART., G.C.B. and G.C.S.I., VICEROY and GOVERNOR-GENERAL of INDIA, and on his own part by the MAHA RAWUL OODEY SING,—1869.

ARTICLE 1.

That any person, whether a British or Foreign subject, committing a heinous offence in British territory, and seeking shelter within the limits of the Doongurpoor State, shall be apprehended and delivered up by the latter Government to the former on requisition in the usual manner.

ARTICLE 2.

That any person, being a subject of Doongurpoor, committing a heinous offence within the limits of the Doongurpoor State, and seeking asylum in British territory, will be apprehended and delivered up by the latter Government to the former on requisition in the usual manner.

ARTICLE 3.

That any person other than a Doongurpoor subject committing a heinous offence within the limits of the Doongurpoor State, and seeking asylum in British territory, will be apprehended, and the case investigated by such Court as the British Government may direct. As a general rule such cases will be tried by the Court of the Political Agent in whom the political supervision of Doongurpoor may be vested.

ARTICLE 4.

That in no case shall either Government be bound to surrender any person accused of a heinous offence, except on requisition duly made by, or by the authority of, the Government within whose territories the offence shall be charged to have been committed, and also upon such evidence of criminality as, according to the laws of the country in which the person accused shall be found, would justify his apprehension, and sustain the charge if the offence had been there committed.

ARTICLE 5.

That the following offences be deemed as coming within the category of heinous offences :—

1. Murder.
2. Attempt to murder.
3. Culpable homicide under aggravating circumstances.
4. Thuggee.
5. Poisoning.
6. Rape.
7. Causing grievous hurt.
8. Child-stealing.
9. Selling females.
10. Dacoitee.
11. Robbery.
12. Burglary.
13. Cattle-theft.
14. Arson.
15. Forgery.
16. Counterfeiting coin, or uttering base coin.
17. Criminal breach of trust.
18. Criminal misappropriation of property.
19. Abetting the above offences.

ARTICLE 6.

The expenses of any apprehension, detention, or surrender made in virtue of the foregoing stipulations shall be borne and defrayed by the Government making the requisition.

ARTICLE 7.

The above Treaty shall continue in force until either of the high contracting parties shall give notice to the other of its wish to terminate it.

ARTICLE 8.

Nothing herein contained shall be deemed to affect any Treaty now existing between the high contracting parties, except so far as any Treaty may be repugnant thereto.

Done at Doongurpoor this seventh day of March in the year of our Lord one thousand eight hundred and sixty-nine.

A. R. E. HUTCHINSON, *Lieut.-Col.*,
Offg. Pol. Agent in Mewar.

Signature of the MAHA RAWUL of DOONGURPOOR. MAYO.

This Treaty was ratified by His Excellency the Viceroy and Governor-General India at Simla on the 21st of April 1869.

W. S. SETON-KARR,
Secy. to the Govt. of India, Foreign Dept.

No. VII.

AGREEMENT supplementary to the TREATY of 1869 regarding EXTRADITION,—1887.

Whereas a Treaty relating to the extradition of offenders was concluded on the 21st April 1869, between the British Government and the Doongurpore State: And whereas the procedure prescribed by the Treaty for the extradition of offenders from British India to the Doongurpore State has been found by experience to be less simple and effective than the procedure prescribed by the law as to the extradition of offenders in force in British India: It is hereby agreed between the British Government and the Doongurpore State that the provisions of the Treaty prescribing a procedure for the extradition of offenders shall no longer apply to cases of extradition from British India to the Doongurpore State; but that the procedure prescribed by the law as to the extradition of offenders for the time being in force in British India shall be followed in every such case.

Signed at Doongurpore this twentieth day of July in the year A.D. One thousand eight hundred and eighty-seven.

MAHA RAWUL OF DOONGURPORE.

E. TEMPLE, *Colonel,*
Offg. Pol. Supdt., Hilly Tracts, Meywar.

DUFFERIN,
Viceroy and Governor-General of India.

This agreement was approved and confirmed by His Excellency the Viceroy and Governor-General of India at Fort William on the twenty-eighth day of March A.D. one thousand eight hundred and eighty-eight.

H. M. DURAND,
Secy. to the Govt. of India, Foreign Dept.

No. VIII.

TREATY with the RAJAH of PERTABGURH,—1804.

TREATY concluded with SAMUT SING, RAJAH of PERTABGURH, by COLONEL MURRAY, COMMANDING the BRITISH TROOPS in GUZERAT, the ATTAVEESY, and MALWA, 1804.

ARTICLE 1.

The Rajah disclaims all subjection or acknowledgment of superiority to Juswunt Rao Holkar.

ARTICLE 2.

The Rajah engages to pay the tribute formerly paid by him to Juswunt Rao Holkar to the British Government, when the Most Noble the Governor-General shall think fit to order it to be levied.

ARTICLE 3.

The Rajah shall consider the enemies of the British Government as his own and engages that he will not permit them to remain in his districts.

ARTICLE 4.

All British troops and stores of every description for the British army shall be permitted to pass free through the districts of the Rajah ; and the Rajah further engages to afford them every assistance and protection.

ARTICLE 5.

The districts of the Rajah shall deliver at Mulhar Ghur five thousand maunds of rice, two thousand maunds of gram, and three thousand maunds of jowaree for which a fair and equitable price shall be paid on the delivery, to be made one-half in fourteen, the remainder in twenty-eight days.

ARTICLE 6.

In the full confidence that the above Articles shall be strictly performed by the Rajah, Colonel Murray, Commanding the British forces engages to raise no contributions, either of money, cattle, or grain, nor will he permit any contributions to be levied by detachments of British troops under his command.

ARTICLE 7.

The Rajah engages to coin in the mint of Pertabgurh such bullion as the Commanding Officer of the Britsh troops may find convenient to send there, the British Government defraying the actual expense.

ARTICLE 8.

This Treaty shall be sent, with the least possible delay, for the ratification of His Excellency the Most Noble the Governor-General ; but the above Articles

shall be strictly adhered to by the Officer Commanding the troops and the Rajah, till the ratification shall arrive.

Given under my hand and seal, this 25th day of November 1804, in Camp on the Chumbul.

J. MURRAY,

Colonel.

No. IX.

TREATY with the RAJA of DOWLEAH and PERTABGURH, dated the 5th of October 1818.

ENGAGEMENT entered into by the HONOURABLE the EAST INDIA COMPANY and SAMUT SING, RAJAH of DOWLEAH and PERTABGURH, his heirs and successors, settled by CAPTAIN CAULFIELD, under authority from BRIGADIER-GENERAL SIR JOHN MALCOLM, K.C.B. and K.L.S., POLITICAL AGENT to the MOST NOBLE the GOVERNOR-GENERAL on the part of the HONOURABLE EAST INDIA COMPANY, and RAM CHUND BHOW, on the part of SAMUT SING, RAJAH of DOWLEAH and PERTABGURH, the said BRIGADIER-GENERAL SIR JOHN MALCOLM being invested with full power and authority from the MOST NOBLE FRANCIS, MARQUIS OF HASTINGS, K.G., one of HIS BRITANNIC MAJESTY'S MOST HONOURABLE PRIVY COUNCIL, appointed by the HONOURABLE EAST INDIA COMPANY, to direct and control all their affairs in the East Indies, and the said RAM CHUND BHOW being duly invested with full powers on the part of SAMUT SING, RAJAH of DOWLEAH and PERTABGURH.

ARTICLE 1.

The Rajah promises to give up all connection with other States, and to the utmost of his power prove his obedience to the British Government, who, in return, agree to assist him in re-establishing good order throughout his district, and to protect him from the claims and trespasses of all other States.

ARTICLE 2.

The Rajah agrees to pay to the British Government all arrears of tribute justly due to Maharajah Mulhar Rao Holkar, amounting to one lakh twenty-four thousand six hundred and fifty-seven Rupees and six annas, in the following manner, *viz.* :—

The first year Anno Domini 1818-19, corresponding to the years Fusloe 1226 and 1875 Sumbut, ten thousand Rupees.

Second year—fifteen thousand Rupees.

Third year—twenty thousand Rupees.

Fourth year—twenty-five thousand Rupees.

Fifth year—twenty-five thousand Rupees.

Sixth year—twenty-nine thousand six hundred and fifty-seven Rupees and six annas.

And the Rajah further agrees, that in case the above payments be not made as specified, an Agent on the part of British Government shall be appointed to receive the sums above-mentioned from the town duties of Pertabgurh.

ARTICLE 3.

The Rajah of Dowleah and Pertabgurh agrees on his part and on that of his heirs to pay to the British Government, in lieu of its protection, such tributes and presents as he has hitherto paid to Mulhar Rao Holkar; the above tribute to be paid as follows, *viz.* :—

The first year Anno Domini 1818-19 corresponding to the years 1226 Fuslee and 1875 Sumbut, the sum of thirty-five thousand Rupees.

Second year—forty-five thousand Rupees.

Third year—fifty-five thousand Rupees.

Fourth year—sixty-five thousand Rupees.

And the fifth year, the full amount of the tribute, namely, seventy-two thousand seven hundred Salim Sahee Rupees, in two payments, half in Maugh and the other half in Jeyte, corresponding to the months of March and July.

ARTICLE 4.

The Rajah further agrees not to entertain Arabs or Mekranees in his service but to keep up fifty horsemen and two hundred foot soldiers, inhabitants of the Pertabgurh district, who are to be at the disposal of the British Government whenever their services are required in the vicinity of the Pertabgurh district.

ARTICLE 5.

The Rajah of Pertabgurh to be the master of his own government, in the affairs of which the British Government is not to interfere, except in the settlement of all predatory tribes, and in the re-establishment of tranquillity and good order; the Rajah agrees to be guided by the advice of the British Government, and further, that he will not levy any unusual duty on the mint or merchants, or on merchandize, throughout his territories.

ARTICLE 6.

The British Government agrees not to give countenance to any of the connections or relations of the Pertabgurh Rajah who may be disobedient, but to afford the Rajah aid in bringing them under due control.

ARTICLE 7.

The British Government agrees to aid the Rajah in subduing the Meenahs, Bheels, etc., etc.

ARTICLE 8.

The British Government agrees not to interfere with any just and ancient claims the Rajah may be authorized to make by usage on his subjects,

ARTICLE 9.

The British Government agrees to aid the Rajah in all his just demands on his subjects should he not be able to enforce them.

ARTICLE 10.

If the Pertabgurh Rajah should have any just claims upon any neighbouring State or the surrounding Thakoors the British Government agrees to afford him the benefit of its influence in recovering or adjusting them. It will also mediate to settle any difference or dispute that may arise between him and such Chiefs.

ARTICLE 11.

The British Government agrees not to interfere in the distribution of the Kheraut lands; and it will pay on all occasions the utmost respect to the religious customs and prejudices of the Rajah and the inhabitants of the country.

ARTICLE 12.

The Rajah agrees, in the third Article of this engagement, to pay tribute to the British Government, and, for the purpose of securing the same, agrees to pay the said tribute to persons to be appointed to receive it on the part of the British Government; and in the event of any failure in the said payment the Rajah agrees that an Agent on the part of the British Government be appointed to receive the tribute from the town duties of Pertabgurh.

This engagement, consisting of twelve Articles, has been this day settled by Captain James Caulfield, acting under the directions of Brigadier-General Sir John Malcolm, K.C.B. and K.L.S., on the part of the Honourable Company and by Ram Chund Bhow on the part of Samut Sing, Rajah of Dowleah and Pertabgurh; Captain Caulfield has delivered one copy thereof in English, Persian, and Hindustani, signed and sealed by himself, to the said Ram Chund Bhow, to be forwarded to the Rajah of Dowleah and Pertabgurh, and has received from the said Ram Chund Bhow a counterpart of the said engagement signed and sealed by him.

Captain Caulfield engages that a copy of the said Treaty, ratified by the Most Noble the Governor-General, in every respect a counterpart of the Treaty now executed by himself, shall be delivered to Ram Chund Bhow, to be given to Samut Sing, Rajah of Dowleah and Pertabgurh, within the period of two months; and on the delivery of such copy to the Rajah the Treaty executed by Captain Caulfield, under the immediate direction of Brigadier-General Sir John Malcolm, K.C.B. and K.L.S., shall be returned: and Ram Chund Bhow in like manner engages that another copy of the said Treaty by Samut Sing, Rajah of Dowleah and Pertabgurh, in every respect the counterpart of the Treaty now executed by himself, shall be delivered to Captain Caulfield, to be forwarded to the Most Noble the Governor-General, within the space of eight days from this date, and on the delivery of such copy to the Most Noble the Governor-General the Treaty executed

by Ram Chund Bhow, by virtue of the full power and authority vested in him as abovementioned, shall also be returned.

Done at Neemuch, this 5th day of October, A.D. 1818, or the 4th day of Zehiji, in the year of Hegira 1233, corresponding to the 6th day of the month Assauje Sud Chyte Sumbut 1875.

HASTINGS.

G. DOWDESWELL.

J. STUART.

C. M. RICKETTS.

Ratified by His Excellency the Most Noble the Governor-General in Council at Fort William, this 7th day of November 1818.

J. ADAM,
Chief Secretary to Government.

No. X.

ENGAGEMENT entered into by RAWUL SAMUT SING of Pertabgurh with CAPTAIN A. MACDONALD on the part of the HONOURABLE COMPANY,—1823.

Two hundred infantry and fifty cavalry are stated in the Treaty; and one thousand Rupees per mensem, or twelve thousand Rupees per annum, shall be paid to Government for their maintenance by regular instalments. From the year Sumbut 1883 two thousand Rupees per mensem, or twenty-four thousand Rupees per annum, shall be paid to the Company's Government, and from this no deviation will be made. The Rupees to be of the Salim Sahee standard.

Signature of RAWUL SAMUT SING.

Ughun Soodee 7th Sumbut 1880, or 9th December 1823.

No. XI.

EXTRADITION TREATY between the BRITISH GOVERNMENT and HIS HIGHNESS OODEY SING, RAJAH of DOWLEAH and PERTABGURH, his children, heirs, and successors, executed on the one part by LIEUTENANT-COLONEL ALEXANDER ROSS ELLIOT HUTCHINSON, OFFICIATING POLITICAL AGENT of MEYWAR, under authority from LIEUTENANT-COLONEL RICHARD HARTE KEATINGE, C.S.I. and V.C., GOVERNOR-GENERAL'S AGENT for the STATES of RAJPOOTANA, in virtue of full powers to that effect vested in him by HIS EXCELLENCY THE RIGHT HON'BLE SIR JOHN LAIRD MAIR LAWRENCE, BART., G.C.B. and G.C.S.I. VICEROY and GOVERNOR-GENERAL of INDIA, and on his own part by the RAJAH OODEY SING,—1869.

ARTICLE 1.

That any person, whether a British or Foreign subject, committing a heinous offence in British territory, and seeking shelter within the limits of the Pertab-

gurh State, shall be apprehended and delivered up by the latter Government to the former, on requisition in the usual manner.

ARTICLE 2.

That any person, being a subject of Pertabgurh, committing a heinous offence within the limits of the Pertabgurh State, and seeking asylum in British territory, will be apprehended and delivered up by the latter Government to the former, on requisition in the usual manner.

ARTICLE 3.

That any person, other than a Pertabgurh subject, committing a heinous offence within the limits of the Pertabgurh State, and seeking asylum in British territory, will be apprehended, and the case investigated by such court as the British Government may direct. As a general rule such cases will be tried by the Court of the Political Agent in whom the political supervision of Pertabgurh may be vested.

ARTICLE 4.

That in no case shall either Government be bound to surrender any person accused of a heinous offence, except on requisition duly made by, or by the authority of, the Government within whose territories the offence shall be charged to have been committed, and also upon such evidence of criminality as, according to the laws of the country in which the person accused shall be found, would justify his apprehension and sustain the charge if the offence had been there committed.

ARTICLE 5.

That the following offences be deemed as coming within the category of heinous offences :—

1. Murder.
2. Attempt to murder.
3. Culpable homicide under aggravating circumstances.
4. Thuggee.
5. Poisoning.
6. Rape.
7. Causing grievous hurt.
8. Child-stealing.
9. Selling females.
10. Dacoitee.
11. Robbery.
12. Burglary.
13. Cattle-theft.
14. Arson.
15. Forgery.
16. Counterfeiting coin, or uttering base coin.
17. Criminal breach of trust.
18. Criminal misappropriation of property.
19. Abetting the above offences.

ARTICLE 6.

The expenses of any apprehension, detention, or surrender, made in virtue of the foregoing stipulations, shall be borne and defrayed by the Government, making the requisition.

ARTICLE 7.

The above Treaty shall continue in force until either of the high contracting parties shall give notice to the other of its wish to terminate it.

ARTICLE 8.

Nothing herein contained shall be deemed to affect any Treaty now existing between the high contracting parties, except so far as any Treaty may be repugnant thereto.

Done at Pertabgurh this twenty-second day of December in the year of Our Lord one thousand eight hundred and sixty-eight.

A. R. E. HUTCHINSON, *Lieut.-Col.,*
Offg. Poltl. Agent in Meywar.

SEAL AND SIGNATURE OF THE RAJAH OF
PERTABGURH AND DOWLEAH.

MAYO,
Viceroy and Govr.-Genl. of India.

This Treaty was ratified by His Excellency the Viceroy and Governor-General of India, at Fort William, on the 19th of February 1869.

W. S. SETON-KARR,
Secy. to the Govt. of India, Foreign Dept.

No. XII.

AGREEMENT supplementary to the TREATY of 1869 regarding EXTRADITION,—1887.

Whereas a Treaty relating to the extradition of offenders was concluded on the 19th February 1869, between the British Government and the Pertabgurh State: And whereas the procedure prescribed by the Treaty for the extradition of offenders from British India to the Pertabgurh State has been found by experience to be less simple and effective than the procedure prescribed by the law as to the extradition of offenders in force in British India: It is hereby agreed between the British Government and the Pertabgurh State that the provisions of the Treaty prescribing a procedure for the extradition of offenders shall no longer apply to cases of extradition from British India to the Pertabgurh State; but that the procedure prescribed by the law as to the extradition of offenders for the time being in force in British India shall be followed in every such case.

Signed at Pertabgurh this twenty-ninth day of August in the year A.D. one thousand eight hundred and eighty-seven.

MAHARAWAT OF PERTABGURH.

A. F. PINHEY, *Lieut.,*
Asst. Poltl. Agent, Banswarra and Pertabgurh.

DUFFERIN,
Viceroy and Govr.-Genl. of India.

This Agreement was approved and confirmed by His Excellency the Viceroy and Governor-General of India at Fort William on the 28th day of March A.D. one thousand eight hundred and eighty-eight.

H. M. DURAND,
Secy. to the Govt. of India, Foreign Dept.

No. XIII.

TREATY between the HONOURABLE the ENGLISH EAST INDIA COMPANY and RAEE RAEEAUN MAHA RAWUL SREE OMED SING BAHADOOR, RAJAH of BANSWARRA, and his heirs and successors, concluded on the part of the HONOURABLE ENGLISH EAST INDIA COMPANY by MR. CHARLES THEOPHILUS METCALFE, in virtue of full powers granted to him by HIS EXCELLENCY THE MOST NOBLE the MARQUIS of HASTINGS, K.G., GOVERNOR-GENERAL, and on the part of MAHA RAWUL SREE OMED SING BAHADOOR, by RUTTON JEO PUNDIT, in virtue of full powers granted by the MAHA RAWUL,—1818.

ARTICLE 1.

There shall be perpetual friendship, alliance, and unity of interests between the British Government and Maha Rawul Sree Omed Sing Bahadoor, Rajah of Banswarra, and his heirs and successors, and the friends and enemies ot either of the contracting parties shall be the same to both.

ARTICLE 2.

The British Government engages to protect the principality and territory of Banswarra.

ARTICLE 3.

The Maha Rawul and his heirs and successors will always act in subordinate co-operation with the British Government and with due submission to its supremacy; and will not henceforth have any connection with other Chiefs and States.

ARTICLE 4.

The Maha Rawul and his heirs and successors shall remain absolute rulers of their territory and principality; and the civil and criminal jurisdiction of the British Government shall not be introduced therein.

ARTICLE 5.

The affairs of the principality of Banswarra shall be settled according to the advice of the British Government, in which the British Government will pay all practicable attention to the will of the Maha Rawul.

ARTICLE 6.

The Maha Rawul and his heirs and successors will not enter into negociations with any Chief or State without the sanction of the British Government; but his customary amicable correspondence with friends and relations shall continue.

ARTICLE 7.

The Maha Rawul and his heirs and successors will not commit aggressions on any one; and if any dispute accidentally arise with any one the adjustment of it shall be submitted to the arbitration of the British Government.

ARTICLE 8.

The Maha Rawul and his heirs and successors will pay tribute to the British Government to the extent of three-eights of the revenue of their possessions.

ARTICLE 9.

The State of Banswarra shall furnish troops on requisition, according to its means, for the service of the British Government.

ARTICLE 10.

This Treaty of ten Articles having been concluded, and signed and sealed by Mr. Charles Theophilus Metcalfe and Rutton Jeo Pundit, the ratification of the same by His Excellency the Most Noble the Governor-General and Maha Rawul Omed Sing, shall be exchanged within two months from this date.

Done at Delhi, the 16th September, A.D. 1818.

RUTTUN JEO PUNDIT'S SEAL.

C. T. METCALFE.

HASTINGS.

G. DOWDESWELL.

J. STUART.

C. M. RICKETTS.

Ratified by His Excellency the Governor-General in Council, this 10th day of October, one thousand eight hundred and eighteen, at Fort William.

J. ADAM,

Chief Secretary to Government.

SUPPLEMENTARY ARTICLE of the TREATY of the 16th of September, 1818, between the HONOURABLE ENGLISH EAST INDIA COMPANY and RAEE RAEEAUN MAHA RAWUL SREE OMED SING BAHADOOR, RAJA OF BANSWARRA.

Whereas the Maha Rawul declares that heretofore he has never paid fixed tribute to any one, it is hereby agreed that, if any Chief lay claim to tribute and

prove his right the settlement of such claim shall be submitted to the arbitration of the British Government.

Done at Delhi, 16th September, A.D. 1818.

RUTTUN JEO PUNDIT'S SEAL. C. T. METCALFE.

HASTINGS.

G. DOWDESWELL.

J. STUART.

C. M. RICKETTS.

Ratified by His Excellency the Governor-General in Council, this 10th day of October, one thousand eight hundred and eighteen, at Fort William.

J. ADAM,

Chief Secretary to Government.

No. XIV.

TREATY between the HONOURABLE EAST INDIA COMPANY and RAEE RAEEAUN MAHA RAWUL SREE OMED SING, RAJAH of BANSWARRA, his heirs and successors, concluded on the part of the HONOURABLE EAST INDIA COMPANY by CAPTAIN JAMES CAULFIELD, under authority from BRIGADIER-GENERAL SIR JOHN MALCOLM, K.C.B. and K.L.S., POLITICAL AGENT for the MOST NOBLE the GOVERNOR-GENERAL, and RAEE RAEEAUN MAHA RAWUL SREE OMED SING, RAJAH of BANSWARRA, on his own part and that of his heirs and successors: The said BRIGADIER-GENERAL SIR JOHN MALCOLM being invested with full powers and authority from the MOST NOBLE FRANCIS, MARQUIS of HASTINGS, K.G., one of His Britannic Majesty's Most Honourable Privy Council, appointed by the HONOURABLE EAST INDIA COMPANY to direct and control all their affairs in the East Indies,—1818.

ARTICLE 1.

There shall be perpetual alliance, friendship, and unity of interest between the British Government and Maha Rawul Sree Omed Sing, Rajah of Banswarra, his heirs and successors, and the friends and enemies of either of the contracting parties shall be the same to both.

ARTICLE 2.

The British Government agrees to protect the principality and territory of Banswarra.

ARTICLE 11.

The Maha Rawul, his heirs and successors agree never to entertain in their service any Arabs, Mekranees, Sindees, or other foreign troops; but that their army shall be composed of the military class of the inhabitants of the country.

ARTICLE 12.

The British Government is not to countenance the connections or relations of the Maha Rawul, his heirs and successors, who may prove disobedient; but to afford to the Maha Rawul aid in bringing them under due control.

ARTICLE 13.

The Maha Rawul, in the 9th Article of this Treaty, agrees to pay tribute to the British Government; and for the purpose of securing the same agrees that, in event of delay or failure in the said payment, an Agent on the part of the British Government be stationed at Banswarra to receive the collections levied at the Chubootra and its dependent Nakhas.

This Treaty, consisting of thirteen Articles, has this day been settled by Captain James Caulfield, acting under the direction of Brigadier-General Sir John Malcolm, K.C.B. and K.L.S., on the part of the Honourable East India Company, and Raee Raceaun Maha Rawul Sree Omed Sing, Rajah of Banswarra on the part of himself, his heirs and successors. Captain Caulfield has delivered one copy thereof in English, Persian, and Hindustani, signed and sealed by himself, to the said Maha Rawul Sree Omed Sing, from whom he has received a counterpart of the same bearing his seal and signature.

Captain Caulfield engages that a copy of the said Treaty, ratified by the Most Noble the Governor-General, in every respect a counterpart of the Treaty now executed by himself, shall be delivered to the Maha Rawul Sree Omed Sing within the space of two months from this date, upon which the Treaty executed by Captain Caulfield shall be returned. This Treaty has been concluded by the Maha Rawul Sree Omed Sing, by his own free and unbiassed will, whilst in the full possession of his faculties.

Done at Banswarra, this 25th day of December, A.D. 1818, or the 24th day of the month Suffer, in the year 1234 Hegira, corresponding to the 13th day of the month of Poos, 1875 Summut.

J. CAULFIELD.

HASTINGS.

G. DOWDESWELL.

JAS. STUART.

J. ADAM.

Ratified by His Excellency the Governor-General in Council, this 13th day of February, A.D. 1819.

C. T. METCALFE,
Secretary to Government.

No. XV.

AGREEMENT between the BRITISH GOVERNMENT and the MAHA RAWUL SREE BHOWANEE SING, RAWUL of BANSWARRA,—1820.

Whereas in the 8th Article of the Treaty between the British Government and the Maha Rawul Sree Bhowanee Sing, Rawul of Banswarra, dated 25th December 1818, corresponding with the 13th month Poos Summut 1875, the aforesaid Rawul stipulates to pay to the aforesaid British Government all arrears of tribute due to the Rajah of Dhar or any other State up to the date of the said Treaty in such annual payments and at such periods as his income may admit of according to the discretion of the British Government; and whereas the British Government taking into consideration the impoverished state of the Rawul's country and finances has been pleased to accept a payment of 35,000 Salim Rupees, being equal to one year's tribute in days of prosperity in lieu of all the arrears specified in the 8th Article: The Maha Rawul hereby agrees to pay that sum to the British Government by instalments at the periods following:—

	S. Rs.
In Phagun 1876 Summut, corresponding with February 1820, A.D. .	1,500
In Bysakh Sood Poonum 1877 Summut, corresponding with April 1820, A.D.	1,500
In Magh Sood Poonum 1877 Summut, corresponding with January 1821, A.D.	2,500
In Bysakh Sood Poonum 1878 Summut, corresponding with April 1821, A.D.	2,500
In Magh Sood Poonum 1878 Summut, corresponding with January 1822, A.D.	3,000
In Bysakh Sood Poonum 1879 Summut, corresponding with April 1822, A.D.	3,000
In Magh Sood Poonum 1879 Summut, corresponding with January 1823, A.D.	3,500
In Bysakh Sood Poonum 1880 Summut, corresponding with April 1823, A.D.	3,500
In Magh Sood Poonum 1880 Summut, corresponding with January 1824, A.D.	3,500
In Bysakh Sood Poonum 1881 Summut, corresponding with April 1824, A.D.	3,500
In Magh Sood Poonum 1881 Summut, corresponding with January 1825, A.D.	3,500
In Bysakh Sood Poonum 1882 Summut, corresponding with April 1825, A.D.	3,500

Whereas in the 9th Article of the Treaty aforementioned the Maha Rawul agrees to pay to the British Government, in lieu of its protection, a tribute, according to the prosperity of the country, but not exceeding three-eighths of its actual revenue; and whereas the British Government, desirous of the speedy prosperity of the Rawul's country, has been pleased to direct a settlement of the amount to be paid on account of tribute for the years A.D. 1819, 1820, 1821 : The

Maha Rawul agrees to pay the following sums for the three years above particularized in the following manner:—

	S. Rs.
In Phagoon 1876 Summut, corresponding with February 1820, A.D. .	8,500
In Bysakh Sood Poonum 1877 Summut, corresponding with April 1820, A.D.	8,500
Total Rupees for the year 1819 .	17,000
In Magh Sood Poonum 1877 Summut, corresponding with January 1821, A.D.	10,000
In Bysakh Sood Poonum 1878 Summut, corresponding with April 1821, A.D.	10,000
Total Rupees for the year 1820 .	20,000
In Magh Sood Poonum 1878 Summut, corresponding with January 1822, A.D.	12,500
In Bysakh Sood Poonum 1879 Summut, corresponding with April 1822, A.D.	12,500
Total Rupees for the year 1821 .	25,000

This settlement is for three years only, at the expiration of which period the British Government will, according to the terms of the 9th Article of the Treaty, make such a regulation of the tribute as will be consistent with its own good faith, the prosperity of the Rawul's country, and the interest of both Governments. This Agreement was concluded at Banswarra by Captain A. MacDonald, acting under the orders of General Sir John Malcolm, K.C.B. and K.L.S., on the part of the British Government, and by the Maha Rawul Sree Bhowanee Sing on the part of his own government, this 15th day of February 1820, corresponding with the 2nd Phagoon Sood year Summut Bekoor Mejeit 1876, and 26th of Rubbee Oosanee year of Hegira 1236.

THE RAWUL'S SEAL.

A. MACDONALD,
Assistant to Sir J. Malcolm.

No. XVI.

AGREEMENT between the BRITISH GOVERNMENT and the MAHA RAWUL SREE BHOWANEE SING, RAWUL of BANSWARRA,—1823.

Whereas in the 9th Article of the Treaty between the British Government and the Maha Rawul Sree Bhowanee Sing, Rawul of Banswarra, dated 25th December 1818, A.D., corresponding with 13th month Poos Sumbut 1875, the aforesaid Rawul stipulates to pay to the aforesaid British Government in lieu of its protection tribute according to the prosperity of the country but not exceeding three-eighths of its actual revenue; and whereas the aforesaid Rawul has paid the amount of tribute due for the year 1819, 1820, 1821, A.D., according to the

Agreement dated 15th February 1820, A.D., corresponding with the 2nd Phagoon Sood Sumbut 1876, the British Government with a view to the prosperity of the Rawul's country is pleased to make a settlement of the amount to be paid for the following years :—

	S. Rs.
Tribute for the year 1822, A.D.	24,000
Balance of arrears due to the State of Dhar	7,000
Total	31,000
Of this sum will be paid on Phagoon Bud Amawus, corresponding with March 1823, A.D.	15,500
And on Bysakh Sood Poonum Sumbut 1880, corresponding with April 1823, A.D.	15,500
Tribute for the year 1823, A.D.	25,000
Balance of arrears due to the State of Dhar	7,000
Total	32,000
Of this sum will be paid on Phagoon Bud Amawus Sumbut 1880, corresponding with March 1824, A.D.	16,000
On Bysakh Sood Poonum Sumbut 1881, corresponding with May 1824, A.D.	16,000
Tribute for the year 1824, A.D.	26,000
Balance of arrears due to the State of Dhar	7,000
Total	33,000
Of this sum will be paid on Phagoon Bud Amawus Sumbut 1881, corresponding with March 1825, A.D.	16,500
On Bysakh Sood Poonum Sumbut 1882, corresponding with May 1825, A.D.	16,500
Tribute for the year 1825, A.D.	34,000
Of this sum will be paid on Phagoon Bud Amawus Sumbut 1882, corresponding with March 1826, A.D.	17,000
On Bysakh Sood Poonum Sumbut 1883, corresponding with May 1826, A.D.	17,000
Tribute for the year 1826, A.D.	35,000
Of this sum will be paid on Phagoon Bud Amawus Sumbut 1883, corresponding with March 1827, A.D.	17,500
On Bysakh Sood Poonum Sumbut 1884, corresponding with May 1827, A.D.	17,500

For the five succeeding years, *viz.*, 1827, 1828, 1829, 1830, 1831, A.D., the same sum will be paid yearly, *viz.*, 35,000 S. S. Rupees and in two instalments each year on the months above specified.

This arrangement is for ten years, after the expiration of which the British Government will, according to the 9th Article of the Treaty, make such a settlement as will be consistent with its own good faith, the prosperity of the Rawul's country, and the interests of both Governments.

This Agreement was concluded at Pertabgurh on the 11th February 1823, A.D., corresponding with Magh Bud Amawus Sumbut 1879, between Captain

A. MacDonald, Local Agent in Bangur and Kantel, acting under the orders of Major-General Sir David Ochterlony, BART., and G.C.B., Resident in Malwa and Rajputana, and the Maha Rawul Bhowanee Sing, Rawul of Banswarra.

A. MACDONALD,

Local Agent.

MAHA RAWULJI SREE BHOWANEE SINGHJI.

No. XVII.

PURPORT of a KHAREETA from RAWUL BHOWANEE SING of BANSWARRA to COLONEL SPEIRS, dated 9th June 1836.

In future I shall use my utmost exertions in bringing into order the troublesome and refractory Bheels of my territory, and to prevent all complaints being made against them by the authorities of the neighbouring States. Should they attempt to resist my authority, and continue to follow their lawless practices, I will adopt such measures as may be available to inflict punishment on them, and cause compensation to be made for such outrages as they may commit. At the same time I engage to act agreeably to what is stated in the following articles :—

ARTICLE 1.

My attention in the first instance shall be directed towards the regular and punctual payment of the tribute demandable by Government and to the adoption of such measures as may tend to the improvement and welfare of my country. I will on no occasion allow myself to be guided by designing, artful and intriguing men.

ARTICLE 2.

In order to enable me to be punctual in the discharge of the arrears of tribute due to Government, agreeably to the instalments hereafter specified, I will, to the best of my ability, make arrangements to reduce my personal expenses and those of my Government, so as to enable me to liquidate the amount due to Government as arrears of tribute.

ARTICLE 3.

For the better management and administration of the affairs of my Government, I will, with your concurrence, appoint such individuals to the situations of manager under me, Fotadar, etc., as may be fully capable of conducting the affairs of my State, and will not remove them at the instigation of evil-disposed men. Should they be found committing irregularities, they shall be reproved for their error.

ARTICLE 4.

Those individuals who have been on former occasions dismissed by me on account of misconduct shall not again be admitted into my service. In future

I will refrain from keeping company with Bhats, Charuns and people of low character.

Out of the sum of Rs. 1,69,385, due to Government on account of tribute, I have already given you hoondees to the amount of Rs. 80,000; a further sum of Rs. 20,000 will be discharged with the tribute for next year, and the balance of these arrears I engage to liquidate by instalments in the course of eight years as detailed in the annexed statement.

Being unable to clear off the whole amount of arrears at once I have proposed the foregoing arrangement, which I hope will meet with your approval. At the same time I beg you will take into consideration and represent to Government the impoverished state of my country, and the reduced circumstances I am in at present, so that I may be relieved from the charge of interest, which I can by no means afford to pay.

Statement of instalments fixed for the payment of arrears of tribute due to Government from the State of Banswarra:—

	Rs.	Rs.
Tribute for Sumbut 1893, A.D. 1836-37	35,000	
In liquidation of former arrears	20,000	
		55,000
Tribute and arrears for Sumbut 1894 or A.D. 1837-38		45,000
Ditto for Sumbut 1895 or A.D. 1838-39		45,000
Ditto for Sumbut 1896 or A.D. 1839-40		45,000
Ditto for Sumbut 1897 or A.D. 1840-41		45,000
Ditto for Sumbut 1898 or A.D. 1841-42		45,000
Ditto for Sumbut 1899 or A.D. 1842-43		45,000
Ditto for Sumbut 1900 or A.D. 1843-44		44,385
		3,69,385

No. XVIII.

EXTRADITION TREATY between the BRITISH GOVERNMENT and HIS HIGHNESS LUCHMUN SING, MAHA RAWUL of BANSWARRA, his children, heirs and successors, executed on the one part by LIEUTENANT-COLONEL ALEXANDER ROSS ELLIOT HUTCHINSON, OFFICIATING POLITICAL AGENT of MEYWAR, under authority from LIEUTENANT-COLONEL RICHARD HARTE KEATINGE, C.S.I. and V.C., GOVERNOR-GENERAL'S AGENT for the STATES of RAJPOOTANA, in virtue of full powers to that effect vested in him by HIS EXCELLENCY THE RIGHT HON'BLE SIR JOHN LAIRD MAIR LAWRENCE, BART., G.C.B. and G.C.S.I. VICEROY and GOVERNOR-GENERAL of INDIA, and on his own part by the MAHA RAWUL LUCHMUN SING,—1869.

ARTICLE 1.

That any person, whether a British or Foreign subject, committing a heinous offence in British territory, and seeking shelter within the limits of the Banswarra

State, shall be apprehended and delivered up by the latter Government to the former, on requisition in the usual manner.

ARTICLE 2.

That any person being a subject of Banswarra, committing a heinous offence within the limits of the Banswarra State, and seeking asylum in British territory will be apprehended and delivered up by the latter Government to the former, on requisition in the usual manner.

ARTICLE 3.

That any person, other than a Banswarra subject, committing a heinous offence within the limits of the Banswarra State, and seeking asylum in British territory, will be apprehended, and the case investigated by such Court as the British Government may direct. As a general rule such cases will be tried by the Court of the Political Agent in whom the political supervision of Banswarra may be vested.

ARTICLE 4.

That in no case shall either Government be bound to surrender any person accused of a heinous offence, except on requisition duly made by, or by the authority of, the Government within whose territories the offence shall be charged to have been committed, and also upon such evidence of criminality as, according to the laws of the country in which the person accused shall be found, would justify his apprehension and sustain the charge if the offence had been there committed.

ARTICLE 5.

That the following offences be deemed as coming within the category of heinous offences :—

1. Murder.
2. Attempt to murder.
3. Culpable homicide under aggravating circumstances.
4. Thuggee.
5. Poisoning.
6. Rape.
7. Causing grievous hurt.
8. Child-stealing.
9. Selling females.
10. Dacoitee.
11. Robbery.
12. Burglary.
13. Cattle-theft.
14. Arson.
15. Forgery.
16. Counterfeiting coin or uttering base coin.
17. Criminal breach of trust.
18. Criminal misappropriation of property.
19. Abetting the above offences.

ARTICLE 6.

The expenses of any apprehension, detention, or surrender, made in virtue of the foregoing stipulations, shall be borne and defrayed by the Government making the requisition.

ARTICLE 7.

The above Treaty shall continue in force until either of the high contracting parties shall give notice to the other of its wish to terminate it.

ARTICLE 8.

Nothing herein contained shall be deemed to effect any Treaty now existing between the high contracting parties, except so far as any Treaty may be repugnant thereto.

Done at Banswarra, this twenty-fourth day of December in the year of Our Lord one thousand eight hundred and sixty-eight.

A. R. E. HUTCHINSON, *Lieut.-Col.*,
Offg. Political Agent in Meywar.

SEAL AND SIGNATURE OF THE MAHA RAWUL OF BANSWARRA.

MAYO.

This Treaty was ratified by His Excellency the Viceroy and Governor-General of India, at Fort William, on the 5th of March 1869.

W. S. SETON-KARR,
Secy. to the Govt. of India, Foreign Dept.

No. XIX.

AGREEMENT supplementary to the TREATY of 1869 regarding EXTRADITION,—1887.

Whereas a Treaty relating to the extradition of offenders was concluded on the 5th March 1869, between the British Government and the Banswarra State: And whereas the procedure prescribed by the Treaty for the extradition of offenders from British India to the Banswarra State has been found by experience to be less simple and effective than the procedure prescribed by the law as to the extradition of offenders in force in British India: It is hereby agreed between the British Government and the Banswarra State that the provisions of the Treaty prescribing a procedure for the extradition of offenders shall no longer apply to cases of extradition from British India to the Banswarra State; but that the procedure prescribed by the law as to the extradition of offenders for the time being in force in British India shall be followed in every such case.

Signed at Banswarra this twenty-seventh day of July in the year A.D. one thousand eight hundred and eighty-seven.

MAHARAWAL OF BANSWARRA.

A. F. PINHEY, *Lieut.*,
Asstt. Political Agent, Banswarra and Pertabgarh.

DUFFERIN,
Viceroy and Govr.-Genl. of India.

This Agreement was approved and confirmed by His Excellency the Viceroy and Governor-General of India at Fort William on the twenty-eighth day of March A.D. one thousand eight hundred and eighty-eight.

H. M. DURAND,
Secy. to the Govt. of India, Foreign Dept.

VIII.—AJMER-MERWARA.

AJMER-MERWARA is an isolated British district in Rajputana, consisting of two tracts known as Ajmer and Merwara, and entirely surrounded by Rajput States. It is bounded on the north by Kishengarh and Jodhpur, on the west by Jodhpur, on the south by Udaipur, and on the east by Kishengarh and Jaipur.

Ajmer.—In 1193 Prithi Raja, the last of the Chauhan dynasty and King of Delhi and Ajmer, was defeated and killed by Shahab-ud-din, who, however, made over the country to a relative of the deceased Raja under an engagement for a heavy tribute. The Raja revolted, but Kutb-ud-din reconquered Ajmer, after which it remained, with short intervals, under the authority of the Kings of Delhi, until it fell into the hands of the Chiefs of Malwa in 1469. They held it till 1531, when, with the Kingdom of Malwa, it was annexed to Gujarat. The Rathors of Marwar then seized it, but Akbar conquered it in 1556, and for 200 years it formed an integral part of the Moghul empire. In 1756 the Mahrattas, whose intervention had been invoked by the Rajput governors of Ajmer and the adjacent tracts, obtained possession of Ajmer; and from that time until its transfer to British rule in 1818, it remained, with an interval of only 3 years, in their hands.

By the Treaty of the 25th June 1818 (*see* Volume V, Gwalior) Daulat Rao Scindia, after the Pindari war, ceded the district of Ajmer, valued in the treaty at Rs. 5,05,484 a year, to the British Government; and on the 28th July 1918 Mr. Wilder, the first British Superintendent of Ajmer, received charge of the district from Bapu Scindia, its last Mahratta Governor. The details of the tract as then constituted are contained in the first part of Schedule II annexed to the Treaty of 1818.

Since that time the composition of the district has undergone but little change, the only alteration of importance being the addition of five villages by Article 4 of the Treaty of the 12th December 1860 with Scindia (*see* Volume V, Gwalior).

In 1842 the district of Ajmer was united with that of Merwara for administrative purposes.

Merwara.—The history of Merwara before the occupation of the adjacent district of Ajmer by the British authorities in 1818 is practically a blank. It was inhabited by an independent and plundering race, who were protected from molestation by the difficult nature of the hilly tract they occupied. In 1818 Mr. Wilder entered into agreements with Jhak and other villages, which formed the nucleus of the tract now known as Merwara, to abstain from plunder. The engagements were broken, and in March 1819 Mr. Wilder accompanied a punitive expedition sent from

Nasirabad to coerce the villagers. They were punished and police outposts were established, but a general outbreak in 1820 made it necessary to subjugate the country thoroughly. The Darbars of Mewar (Udaipur) and Jodhpur (Marwar) (between whom and the British Government the tract was held to be divided)* promised to co-operate, and with their assistance the campaign was ended by January 1821.

Captain Tod, in the name of the Rana of Mewar (Udaipur), where he was Agent, then undertook the administration of the portion belonging to Mewar; appointed a governor; raised a corps of matchlock men; and began to collect revenue.

Of the Marwar villages, some were made over to the Jodhpur Darbar and placed under the adjoining Thakurs, while others were managed by Mr. Wilder as Superintendent of Ajmer. The latter were kept under control, but disorder reigned in the others. The divided jurisdiction gave criminals an asylum, and it was soon found that the triple government was worse than ineffectual. It was accordingly decided that the three portions should be brought together under the management of one British Officer vested with full authority in civil and criminal matters, and that a battalion of 8 companies of 70 men each should be enrolled from among the Mers to preserve order.

The negotiations with Mewar resulted in an agreement settled in May 1823, by which the management of the three Mewar-Merwara Parganas, consisting of 76 villages, was made over to the British Government for a period of ten years, the Maharana agreeing to pay Rs. 15,000 a year towards the cost of the local corps. He acquiesced, however, in the transfer of the administration with reluctance. Accordingly no formal engagement appears to have been concluded, and he was not required to contribute anything towards the expenses of management beyond the Rs. 15,000 already mentioned.

The arrangement expired in 1833 and, as the Maharana had profited largely by it, he readily agreed to its continuance for a further period of 8 years by an agreement concluded at Beawar on the 7th March 1833,

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* 1. Mewar (Udaipur) Merwara.
  (1) Todgarh Pargana.
  (2) Dewair Pargana.
  (3) Saroth Pargana.
2. Marwar (Jodhpur) Merwara.
  (1) Chang Pargana.
  (2) Kot Kirana Pargana.
3. British Government (in virtue of its possession of Ajmer).
  (1) Beawar Pargana.
  (2) Jhak Shamgarh Pargana.
  (3) Bahar Barkokra Pargana.
  (4) Bhailan Pargana.

the Darbar engaging at the same time to pay Rs. 5,000 a year to the British Government towards the cost of the administration, in addition to the Rs. 15,000 already paid for the local corps (see Part I, Mewar, No. IV).

The arrangements with Jodhpur (Marwar) also caused some difficulty, as the Darbar were equally reluctant to delegate the management of any part of the tract belonging to them. In March 1824, however, an Engagement (Part III, Jodhpur, No. IV) was concluded with the Darbar similar to that of 1823 with Mewar, by which the State agreed to make over 21 villages to the British Government for 8 years, and to pay Rs. 15,000 per annum towards the cost of the Mer Corps to be maintained for preserving order. It was understood that each Darbar should receive the revenue from their respective villages after deducting the cost of their management. This arrangement was continued by the Agreement of the 23rd October 1835 (Part III, Jodhpur, No. V) for nine years more, the Jodhpur Darbar paying Rs. 15,000 a year as before, and transferring seven more villages to the British Government in addition to the 21 villages made over by the engagement of 1824.

The Mewar Agreement of 1833 and the Jodhpur Agreement of 1835, regarding their respective Merwara villages, expired about the same time (1843), and it became necessary to make further arrangements for their continuance. The Mewar Darbar agreed to allow their villages to remain under British management so long as it might suit the convenience of the British Government. The Jodhpur Darbar expressed their readiness to do likewise, and at the same time the seven additional villages which they had transferred to the British Government in 1835 were restored to them. But no definite agreements were executed; and, although an effort was made in 1847 to procure the perpetual cession of their shares from the respective Darbars, it proved unsuccessful, and on this unsatisfactory footing the British administration of Merwara remained for many years.

In 1872 and 1874 the question, so far as the Mewar villages were concerned, was revived, but it was not finally settled until 1883 when the arrangement described in the Kharitas (*see* Part I, Mewar, Nos. XI and XII) were concluded. These were, briefly, that the British Government should accept the revenues of Mewar-Merwara in full discharge of the Mewar State's contributions towards the cost of the administration of the tract and the expenses of the Mewar Bhil Corps and the Merwara Battalion, and that no demand should be made upon the Darbar for arrears of payment. The Maharana was at the same time specifically assured that his rights of sovereignty over Mewar-Merwara would be in no wise prejudiced by this arrangement; and that, should the yearly receipts for the district at any time exceed Rs. 66,000, which sum represents the contributions payable by the Darbar for the administration of Mewar-

Merwara and the expenses of the local corps, the surplus money should be paid in full to the Darbar, to whom the Resident at Mewar should annually intimate, by Kharita, the aggregate revenue received from the district during the preceding twelve months. This arrangement still holds good (1930).

In the case also of Marwar-Merwara, which forms the Jodhpur section of Merwara, it was many years before a satisfactory solution could be effected. Eventually, in 1885, it was agreed (Part III, Jodhpur, No. XVII) by the British Government and the Darbar that Jodhpur should retain sovereign rights in their villages and receive Rs. 3,000 a year from them, and that, in the event of a profit being derived from them by Government, the Darbar should receive 40 per cent. of it. On these conditions the Government of India hold full and permanent administrative control over the villages.

The Merwara Battalion remained loyal during the mutiny of 1857, and received special privileges. In 1870 it was reorganised into a purely military corps by Lord Mayo, and its headquarters were transferred from Beawar to Ajmer. In 1897 the Battalion was placed under the orders of the Commander-in-Chief in India. From 1903 it formed part of the Indian Army, with the designation of 44th Merwara Infantry, till its disbandment in May 1921.

The area of the Ajmer district is 2,070 square miles; and the population, according to the Census of 1921, is 378,960. Merwara has an area of 641 square miles with a population of 116,311. The average revenue of the district from all sources for the ten years ending 1925-26 was about Rs. 16,32,000 and the average yearly expenditure for the same period (as shown by the annual administration reports) was about Rs. 17,52,000, including interest and pension charges disbursed through the Ajmer Treasury which do not appertain to the district.

APPENDICES.

APPENDIX No. I.

General.

Statement showing extradition arrangements concluded by the States and Estates in Rajputana with other States in and outside Rajputana. (Names are given in alphabetical order.)

Serial No.	Name of State.	Name of State with which arrangements concluded.	Date on which the arrangement was concluded.	Remarks.
1	Alwar	Baroda	January 1918.	
		Bharatpur	15th July 1882	In respect of ordinary criminals.
			1st May 1898	In respect of military deserters.
		Bikaner	April 1899. Revised on 1st December 1928.	
		Dhar	1st October 1929	In respect of military deserters.
		Dhrangadhra	2nd December 1929	Ditto.
		Dungarpur	1st July 1920	Ditto.
		Gwalior	1st April 1923	Ditto.
		Hyderabad	October 1909.	
		Jaipur	1st December 1889. Revised in March 1926	Terminable on 29th February 1932.
			1st May 1898	In respect of military deserters.
		Jind	1925.	
		Jodhpur	1st February 1926.	
		Kotah	1st February 1926	
		Nabha	Alwar agreed to the rules in 1875. They were formally declared to be in force in 1879.	
		Patiala	1st January 1926	In respect of criminals under the Criminal Tribes Act.
2	Banswara	Bikaner	1st May 1920.	
		Bundi	1st April 1926.	
		Dhar	15th November 1928	In respect of military deserters.
			1st March 1930	In respect of ordinary criminals.
		Dungarpur	1st January 1922.	
			1st January 1929	In respect of military deserters.
		Gwalior	September 1917.	
		Indore	February 1918.	
		Jaora	September 1917.	
		Jhabua	November 1906. Revised in September 1917.	
		Jhalawar	1st February 1926.	
		Kotah	1st April 1926.	
		Kushalgarh	1st January 1922.	
		Mewar (Udaipur)	1st September 1923.	
		Partabgarh	1883. Revised from 1st January 1922.	
		Ratlam	May 1911.	
		Sailana	May 1911.	
		Tonk	1st April 1923.	

Serial No.	Name of State.	Name of State with which arrangements concluded.	Date on which the arrangement was concluded.	Remarks.
3	Bharatpur .	Alwar . . .	15th July 1882.	
		Baroda . . .	January 1913.	
		Bikaner . . .	January 1926.	
		Datia . . .	1st December 1920.	
		Dhar . . .	1st October 1929 . .	In respect of ordinary criminals.
			1st March 1930 . .	In respect of military deserters.
		Dholpur . .	February 1883.	
		Dhrangadhra . .	1st March 1930 . .	In respect of military deserters.
		Dungarpur . .	1st July 1929 . .	Ditto.
		Gwalior . . .	1st July 1908.	
		Indore . . .	1st January 1927.	
		Jaipur . . .	June 1883.	
		Jodhpur . .	6th February 1927.	
		Karauli . . .	February 1883.	
		Mewar (Udaipur) .	May 1919.	
		Nabha . . .	April 1927.	
		Tonk . . .	January 1909..	
4	Bikaner .	Alwar . . .	April 1899.	
		Bahawalpur . .	May 1916. Revised on 1st December 1918.	
		Banswara . .	1st May 1920.	
		Bharatpur . .	January 1926.	
		Bundi . . .	1st May 1929.	
		Dhar . . .	1st January 1930 . .	In respect of military deserters. Terminable on 1st January 1931.
		Dholpur . .	1st March 1920.	
		Dungarpur . .	1st May 1920.	
		Faridkot . .	1st February 1904.	
		Jaipur . . .	1st July 1929 . .	In respect of military deserters. Terminable on 30th March 1932.
		Jaisalmer . .	1st November 1891.	
		Jhalawar . .	February 1920.	
		Jind . . .	June 1883.	
		Jodhpur . . .	1884. Revised from 1st January 1922.	
		Karauli . . .	1920	
		Kishengarh . .	1st September 1922.	
		Kotah . . .	1st March 1920.	
		Kushalgarh . .	1st April 1920.	
		Loharu . . .	June 1883. Revised on 1st September 1922.	
		Nabha . . .	September 1897.	
		Palanpur . .	1st December 1927.	
		Partabgarh . .	1st July 1920.	
		Patiala . .	June 1883. Revised on May 1895.	
		Shahpura . .	1st July 1920.	
		Sirohi . . .	1st July 1919.	
		Tonk . . .	April 1920.	

Serial No.	Name of State.	Name of State with which arrangements concluded.	Date on which the arrangement was concluded.	REMARKS.
5	Bundi	Banswara	1st April 1926.	
		Bikaner	1st May 1929.	
		Dhar	1st March 1930	In respect of military deserters.
		Dungarpur	1st January 1929	Ditto.
		Gwalior	April 1915.	
		Jaipur	1927. Revised from 1st November 1928.	
		Jodhpur	1st October 1923	Subject to cancellation at 3 months' notice on either side.
		Kishengarh	15th April 1930.	
		Kotah	1st April 1929.	
		Mewar (Udaipur)	15th January 1929.	
		Tonk	1910	Subject to cancellation at 3 months' notice on either side.
6	Dholpur	Baroda	January 1918.	
		Bharatpur	February 1883.	
		Bikaner	1st March 1920.	
		Dhar	1st January 1930	In respect of military deserters.
		Dungarpur	1st June 1929	Ditto.
		Gwalior	1st November 1900.	
		Jaipur	15th April 1928.	
		Jodhpur	1st October 1923.	
		Karauli	February 1883. Revised in 1915.	
		Mewar (Udaipur)	May 1919.	
7	Dungarpur	Ajaigarh	1st March 1929	In respect of military deserters.
		Alirajpur	1st July 1929	Ditto.
		Alwar	1st July 1929	Ditto.
		Baoni	1st March 1929	Ditto.
		Banswara	1st January 1923.	
			1st January 1929	In respect of military deserters.
		Baraundha	1st March 1929	Ditto.
		Bharatpur	1st April 1929	Ditto.
		Bhopal	1st February 1929	Ditto.
		Bijawar	1st March 1929	Ditto.
		Bikaner	1st May 1930.	
		Bundi	1st January 1929	In respect of military deserters.
		Charkhari	1st March 1929	Ditto.
		Datia	1st March 1929	Ditto.
		Dewas (Senior)	1st July 1929	Ditto.
		Dewas (Junior)	1st July 1929	Ditto.
		Dhar	15th November 1928	Ditto.
		Dholpur	1st June 1929	Ditto.
		Gwalior	September 1917.	
		Indore	February 1918.	
			1st January 1929	In respect of military deserters.

Serial No.	Name of State.	Name of State with which arrangements concluded.	Date on which the arrangement was concluded.	REMARKS.
7	Dungarpur —*contd.*	Jaipur	1st January 1929	In respect of military deserters.
		Jaora	July 1901. Revised in September 1917.	
			1st July 1929.	In respect of military deserters.
		Jhabua	September 1917.	
			1st July 1929	In respect of military deserters.
		Jodhpur	1st April 1925.	
			1st January 1929	In respect of military deserters.
		Karauli	1st January 1929	Ditto.
		Khilchipur	1st February 1929	Ditto.
		Kishengarh	1st January 1929	Ditto.
		Kotah	1st January 1929	Ditto.
		Kushalgarh	1st January 1922	
			1st January 1929	In respect of military deserters.
		Maihar	1st March 1929	Ditto.
		Mewar (Udaipur)	1st September 1923	Terminable on 1st September 1931.
		Nagod	1st March 1929	In respect of military deserters.
		Narsingarh	1st February 1929	Ditto.
		Orchha	1st March 1929	Ditto.
		Panna	1st March 1929	Ditto.
		Partabgarh	1st January 1922.	
			1st January 1929	In respect of military deserters.
		Rajgarh	1st February 1929.	Ditto.
		Ratlam	July 1901. Revised in September 1917.	
			1st July 1929	In respect of military deserters.
		Rewa	1st March 1929	Ditto.
		Sailana	July 1901. Revised in September 1917.	
			1st July 1929	In respect of military deserters.
		Samthar	1st March 1929	Ditto.
		Shahpura	1st January 1929	Ditto.
		Sirohi	1st January 1929	Ditto.
		Sitamau	July 1901.	
			1st July 1929	In respect of military deserters.
		Tonk	1st March 1929	Ditto.
	Jaipur	Alwar	1st December 1880. Revised in March 1926.	Terminable on 29th February 1932.
		Bharatpur	June 1883.	
		Bikaner	1st July 1929	Terminable on 30th June 1932.
		Bundi	1927. Revised from 1st November 1928.	
		Dhar	1st December 1929	In respect of military deserters.
		Dharangadhra	July 1926	Ditto.
		Dungarpur	1st January 1929	Ditto.
		Gwalior	1st August 1901.	
		Hyderabad	10th September 1914	In respect of Criminal Tribes.

Serial No.	Name of State.	Name of State with which arrangements concluded.	Date on which the arrangement was concluded.	REMARKS.
8	Jaipur—*contd.*	Indore . .	1st September 1930.	
		Jind . . .	June 1883.	
		Jodhpur . .	1900. Revised on 1st July 1927.	
		Karauli . .	June 1883. Revised on 1st February 1930.	
		Kishengarh . .	1st January 1927. Revised on 1st January 1930.	
		Kotah . .	1st October 1915. Revised on 1st March 1930.	
		Loharu . . .	June 1883.	
		Maler Kotla . .	November 1927 . .	In respect of military deserters.
		Mewar (Udaipur) .	15th September 1913.	
		Nabha . . .	June 1883.	
		Patiala . .	July 1873.	
		Sirohi . . .	1912-13 . . .	For offences under Sec. 420, I. P. C. only.
		Tonk . . .	January 1900. Revised on 1st January 1929.	Terminable on 31st October 1932.
9	Jaisalmer . .	Bikaner . .	1st November 1891.	
		Jodhpur . .	April 1903.	
10	Jhalawar .	Banswara . .	1st February 1928.	
		Bikaner . .	February 1920.	
		Dewas (Senior) .	July 1901.	
		Dewas (Junior) .	July 1901.	
		Gwalior . . .	July 1901.	
		Indore . . .	July 1901.	
		Jaora . . .	July 1901.	
		Jodhpur . .	1st July 1924.	
		Kotah . . .	1910. Revised on 1st November 1920.	
		Mewar (Udaipur) .	14th August 1921.	
		Sitamau . .	July 1901.	
		Tonk . . .	March 1927.	
11	Jodhpur .	Ajaigarh . .	1st November 1920.	
		Alwar . . .	1st February 1926.	
		Bahawalpur . .	1st October 1923.	
		Baoni . . .	1st November 1920.	
		Bharatpur . .	6th February 1927.	
		Bhopal . . .	1st November 1920.	
		Bijawar . . .	1st November 1920.	
		Bikaner. . .	1884. Revised on 1st January 1922.	
		Bundi . . .	1st October 1923 . .	Subject to cancellation at 3 months' notice on either side.
		Charkhari . .	1st November 1920.	
		Chhatarpur . .	1st November 1920.	
		Danta . . .	1st May 1927.	
		Datia . . .	1st November 1920.	
		Dewas (Senior) .	1st November 1920.	
		Dewas (Junior) .	1st November 1920.	
		Dhar . . .	1st March 1930 . .	In respect of military deserters.

Serial No.	Name of State.	Name of State with which arrangements concluded.	Date on which the arrangement was concluded.	REMARKS.
11	Jodhpur—*contd.*	Dholpur . .	1st October 1923.	
		Dhrangadhra . .	1st May 1928 . .	In respect of both ordinary criminals and military deserters.
		Dungarpur . .	1st April 1925 . .	In respect of ordinary criminals.
			1st January 1929. . .	In respect of military deserters.
		Gwalior . . .	1st November 1921.	
		Hyderabad . .	3rd April 1912.	
		Indore . . .	1st November 1920.	
		Jaipur . . .	1900. Revised on 1st July 1927.	
		Jaisalmer . .	April 1903.	
		Jaora . . .	1st November 1920.	
		Jhalawar . .	1st July 1924.	
		Karauli . . .	1st December 1923.	
		Khilchipur . .	1st November 1920.	
		Kishangarh . .	1st May 1923.	
		Kotah . . .	1st May 1923.	
		Mewar (Udaipur) .	1st August 1915.	
		Narsingarh . .	1st November 1920.	
		Orchha . . .	1st November 1920.	
		Palanpur . .	1916. Revised on 15th August 1926.	
		Panna . . .	1st November 1920.	
		Partabgarh . .	1st April 1925.	
		Rajgarh . .	1st November 1920.	
		Ratlam . . .	1st November 1920.	
		Rewa . . .	1st November 1920.	
		Sailana . . .	1st November 1920.	
		Samthar . .	1st November 1920.	
		Sirohi . . .	December 1907. Revised on 1st November 1923.	
		Sitamau . . .	1st November 1920,	
		Tonk . . .	1st January 1924.	
12	Karauli. .	Bharatpur .	February 1883.	
		Bikaner . . .	1920.	
		Dhar . . .	1929	In respect of military deserters.
		Dholpur . .	June 1883. Revised in 1915.	
		Dungarpur . .	1st January 1929 . .	In respect of military deserters.
		Gwalior . . .	1st November 1900.	
		Indore . . .	1st July 1928 . .	In respect of ordinary criminals.
			1st February 1930 . .	In respect of deserters from the Police Force.
		Jodhpur . .	1st December 1923.	
		Mewar (Udaipur) .	May 1919 . . .	Terminable on 1st March 1931. The agreement remained in abeyance from 1st January 1927 to 28th February 1928.

Serial No.	Name of State.	Name of State with which arrangements concluded.	Date on which the arrangement was concluded.	REMARKS.
13	Kishengarh	Bikaner	1st September 1922.	
		Bundi	15th April 1930.	
		Dhar	1928	In respect of military deserters
		Dungarpur	1st January 1929	Ditto.
		Indore	15th March 1926.	
		Jaipur	1st January 1927. Revised from 1st January 1930.	
		Jodhpur	1st May 1923.	
		Mewar (Udaipur)	30th April 1918	Terminable on 30th May 1931.
14	Kotah	Alwar	1st February 1926.	
		Banswara	1st April 1926.	
		Barwani	August 1925.	
		Bikaner	1st March 1920.	
		Bundi	1st April 1929.	
		Dhar	1st March 1929	In respect of military deserters.
		Dungarpur	1st January 1923	Ditto.
		Gwalior	1st August 1928.	
		Indore	July 1901	In respect of ordinary criminals.
			1st December 1927.	In respect of deserters from the Police Force.
		Jhalawar	1910. Revised on 1st January 1930.	
		Jodhpur	1st May 1923.	
		Kapurthala	1918	For offences under Sec. 409-420 I. P. C. only.
		Kashmir	28th March 1928.	
		Khilchipur	July 1901.	
		Mewar (Udaipur)	15th September 1913.	
		Rajgarh	July 1901.	
		Ratlam	December 1918.	
		Tonk	April 1907	In respect of parganas of Tonk, Aligarh and Nimbahera only.
15	Kushalgarh (Estate.)	Banswara	1st January 1922.	
		Bikaner	1st April 1920.	
		Dhar	1st October 1929	In respect of military deserters.
		Dungarpur	1st January 1922.	
			1st January 1929	In respect of military deserters.
		Gwalior	September 1917.	
		Indore	February 1918.	
		Jaora	September 1917.	
		Jhabua	September 1917.	
		Partabgarh	1st January 1922.	
		Ratlam	May 1911.	
		Sailana	May 1911.	
16	Mewar (Udaipur).	Banswara	1st September 1923.	
		Bharatpur	May 1919.	
		Bundi	15th January 1929.	
		Danta	10th December 1928.	

Serial No.	Name of State.	Name of State with which arrangements concluded.	Date on which the arrangement was concluded.	REMARKS.
16	Mewar (Udaipur)—*contd.*	Dhar	15th November 1928	In respect of military deserters.
		Dholpur	May 1919.	
		Dungarpur	1st September 1923	Terminable on 1st September 1931.
		Gwalior	1st December 1913.	
		Indore	1st May 1915	Terminable on 1st May 1932.
		Jaipur	15th September 1913	Terminable on 1st July 1932.
		Jhalawar	14th August 1921.	
		Jodhpur	1st August 19'5.	
		Karauli	May 1919	Terminable on the March 1931. This agreement remained in abeyance from 1st January 1927 to 28th February 1928.
		Kishengarh	30th April 1918	Terminable on 30th May 1931.
		Kotah	15th September 1913.	
		Partabgarh	1st September 1923.	
		Ratlam	1st July 1930.	
		Rewa	1st January 1918.	
		Sirohi	1st May 1930.	
		Vijayangar (Polo)	1st July 1929.	
17	Partabgarh	Banswara	1883. Revised on 1st January 1922.	
		Bikaner	1st July 1920.	
		Dewas (Senior)	..	Arrangements have been concluded direct between the States concerned.
		Dewas (Junior)	..	Ditto.
		Dhar	15th November 1928	In respect of military deserters.
		Dungarpur	1st January 1922. 1st January 1929	 In respect of military deserters.
		Gwalior	September 1917.	
		Indore	February 1918.	
		Jaora	July 1901. Revised in September 1917.	
		Jhabua	September 1917.	
		Jodhpur	1st April 1925.	
		Kushalgarh	1st January 1922.	
		Mewar (Udaipur)	1st September 1923.	
		Piploda	...	Arrangements have been concluded direct between the States concerned.
		Ratlam	July 1901.	
		Sailana	July 1901.	
		Sitamau	..	Arrangements have been concluded direct between the States concerned.
		Tonk	..	Ditto.

Serial No.	Name of State.	Name of State with which arrangements concluded.	Date on which the arrangement was concluded.	REMARKS.
18	Shahpura .	Bikaner . . .	1st July 1920.	
		Dhar . . .	1st March 1930 . .	In respect of military deserters.
		Dungarpur . .	1st January 1929 . .	Ditto.
19	Sirohi . .	Bikaner . . .	1st July 1919.	
		Danta . . .	11th March 1926.	
		Dhar . . .	1st January 1930 . .	In respect of military deserters.
		Dhrangadhra . .	1st August 1929 . .	Ditto.
		Dungarpur . .	1st January 1929 . .	Ditto.
		Idar . . .	1st August 1929.	
		Indore . . .	15th October 1921.	
		Jaipur . . .	1912-13 . . .	For offences under Sec. 420, I. P. C. only.
		Jodhpur . .	December 1907. Revised on 1st November 1923.	
		Mewar (Udaipur) .	1st May 1930.	
		Palanpur . .	15th February 1926.	
20	Tonk . .	Bagli . . .	June 1911.	
		Banswara . .	1st April 1926.	
		Basoda . . .	June 1911.	
		Bharatpur . .	January 1909.	
		Bhopal . . .	June 1911.	
		Bikaner . . .	April 1920.	
		Bundi . . .	1910	Subject to cancellation at 3 months' notice on either side.
		Dewas (Senior) .	June 1911.	
		Dewas (Junior) .	June 1911.	
		Dhar . . .	2nd May 1929.	
			1st March 1930 . .	In respect of military deserters.
		Dungarpur . .	1st March 1929 . .	Ditto.
		Gwalior . . .	1897. Revised in 1911.	
		Indore . . .	1897	So far as the pargana of Nimbahera is concerned.
		Jaipur . . .	January 1900. Revised on 1st November 1929.	
		Jaora . . .	June 1911.	
		Jhalawar . .	March 1927.	
		Jodhpur . .	1st January 1924.	
		Khilchipur . .	June 1911.	
		Kotah . . .	April 1907 . . .	In respect of the parganas of Tonk, Aligarh and Nimbahera only.
		Kurwai . . .	June 1911.	
		Mohamedgarh .	June 1911.	
		Narsingarh . .	June 1911.	
		Pathari . . .	June 1911.	
		Piploda . . .	June 1911.	
		Rajgarh . . .	June 1911.	
		Ratlam . . .	June 1911.	
		Sailana . . .	June 1911.	
		Sitamau . . .	June 1911.	

APPENDIX No. II.

BIKANER.

SANAD granted by the SRI DIWAN by the directions of the SRI DARBAR to the BISWADARS of the village of SALWALA BARA of TIBI,—1869.

The settlement of this village shall be noted below from the 1st May 1869 (corresponding with Sambat 1925), and in token thereof the Sanad is granted you.

The engagements of the English settlement of 5th January 1856 shall be upheld, as well as this engagement, and the amount of revenue shall be levied as follows:—

	Rs.
From 1st May 1869 to 1st May 1870	272
" " " 1870 " " 1871	303
" " " 1871 " " 1872	335
" " " 1872 " " 1873	366

and thereafter Rs. 366 yearly till 1st May 1882.

DATED FHALGUN BÁDI,

NAWAB WILAYAT HUSAIN KHAN.

9th Sambat 1925.

AGREEMENT on the PART of the BISWADARS of the VILLAGE of SALWALA BARA, TIBI PARGANA.

Since the Sri Darbar has settled the Jama of this village as below from the 1st May 1869 to 1st May 1882, we agree, and place it on record that the conditions at the settlement of the British Government, as well as the conditions noted below, shall be in force (detail of jama the same as in sanads).

1st Condition.—We will pay the custom dues according to the custom of the State.

2nd Condition.—If any buried treasure or mine of any kind be found the Darbar shall be considered the proprietor of it; over it we have no claim, but we shall be entitled to a fair reduction of assessment on account of any ground taken up by the mine.

3rd Condition.—Since from 1862 to 1868 the settlement was set aside, and we claimed compensation for loss incurred thereby, we, in consequence of the extension of the settlement, now withdraw our claim.

4th Condition.—We have given this agreement of our own free will in the presence of the Assistant Agent to the Governor-General. Provided that the Darbar holds to the condition specified and we wrongfully complain we shall submit to fine.

APPENDIX No. III.

BANSWARA.

TRANSLATION of a MEMORANDUM showing the 21 REQUESTS preferred on behalf of the JAGIRDARS of BANSWARA and the orders passed by the STATE.

Prayers of Jagirdars.	*Orders of the State.*
1. When we come on Dasehra His Highness should [illegible] r residence.	On the Dasehra occasion at the request of Jagirdars orders regarding visit will issue and His Highness will go.
2. He who has always been getting food should get it.	According to old usage he who gets it will get it.
3. Those who get *Kansa* (plate served with food) from His Highness' kitchen should get it.	This depends on His Highness' pleasure.
4. When we go to pay our respects His Highness should see us.	This depends upon His Highness' will.
5. When we go to pay our respects we may bring our followers with us.	Those who are worthy of being admitted in Darikhana may be brought.
6. The son of a Tazimdar may come riding up to the Singhbasni Mata's temple.	He who has always been coming may come.
7. When His Highness takes his seat we may sit in our respective places.	You should sit according to old custom.
8. We will accompany His Highness wherever he goes but we will not accompany the Kamdars, etc.	Orders will be given as circumstances demand and you will have to go.
9. When His Highness goes any where and any Jagirdar has business at his house he cannot accompany.	On a request being made and looking to the business the prayer can be granted.
10. Khandu and Surpur Maharajs may dine with His Highness in the same Kansa and smoke with him.	This depends on His Highness' will.
11. Talwarbandi (succession fee) should be levied according to old custom and it should not be charged from those from whom it had not been levied.	Talwarbandi will be taken according to old custom on the status and capacity of the Thikana and will not exceed in any case.

12. No chithies (writ) should be issued in respect of Pol.	There will be no chithies in respect of Pol.
13. The Jagirdars shall not take new pattas.	Will not be given.
14. Without Talwarbandi having been performed Jagirdars will not come to pay their respects.	They shall not be called.
15. We will pay tanka according to the ancient custom and not more.	Four annas in the rupee are remitted in the Tanka increased in 1935 Sambat.
16. There should be no interference on behalf of the State in cases of adoption. The Bhai Betas (relatives) are competent.	Where in any Thikana necessity tor an adoption arises the man proposed by the women and relatives of the family may be installed and pugree tying ceremony performed, an intimation of which should be sent to His Highness.
17. Petitions should be answered.	Will be answered.
18. Boundary disputes should be settled properly.	Proper and just decisions will be arranged within six months.
19. We will not attend service on the occasion of Mela (fair) and Gangor.	All the Jagirdars will have to attend for service on the occasion of Mela (fair) and Gangor. Only Garhi and Khandu Jagirdars will not come for service at Gangor and will send Bhala Admis (respectable men) with Sowars but if necessity arises they will have to attend on receipt of orders.
20. The question of Khandu's grain distrained by the State should be settled.	Shall be settled.
21. We will submit further requests hereafter.	May do so.

All the Jagirdars should honestly carry out the orders of the State and the above written arrangement will be adhered to by the State.

Dated Phagun Sud 7, Sambat 1839—Thursday (15th March 1883 A.D.).

P.S.—Out of the increase of 5¼ annas made in Sambat 1935 in the Tanka money four annas are remitted and Darikhana about which a reference has been

made by the Jagirdars means any place where the Darbar is held. Phagun Sud 7, Sambat 1839, Thursday (15th March 1883 A.D.).

GAMIR SINGHJI OF GARHI.
CHHORU FATEH SINGHJI OF KHANDU.
PARTAP SINGH OF DEODAN.
ZORAWAR SINGH OF KUDLA.
DULEH SINGHJI OF GANORA.
BALWANT SINGHJI OF MAITWALA.
BAKHTAWAR SINGHJI OF TALWARA.
LAL SINGH OF AMJA.
MADHO SINGH OF GALKIA.
GULAB SINGH OF KAWANIA.
GUMAN SINGH OF BHUKIA.

TRANSLATION of RAZINAMA filed in the BANSWARA DARBAR by certain JAGIRDARS of the STATE.

After Compliments.—We preferred in the Darbar our grievances, 21 in number, and orders having been passed on them, a copy of it has been furnished to us with a Chittha. We are quite agreeable to its contents: we have now nothing more to complain of in connection therewith and we will act in accordance with the details of the list. We file this Arzi as a Razinama in the matter.

Dated Phagun Sudi 7th Sambat 1839 (A.D. 15th March 1883).

RAO GAMIR SINGH.
CHHORU FATEH SINGH.
BALWANT SINGH.
BAKHTAWAR SINGH.
GUMAN SINGH.
DULEH SINGH.
LAL SINGH.
AMAR SINGH.
PARTAP SINGH.
ZORAWAR SINGH.

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